

EXHIBIT B

"CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL SEEN BY ME"
5/14/2020
Debra J. Wony

The Dentists Insurance Company

1201 K Street, 17th Floor, Sacramento, CA 95814



NEW/RENEWAL/CHANGE EFFECTIVE: 11/01/2019

REVISION NUMBER: 3

POLICY NUMBER: WA525081

BUSINESSOWNERS POLICY DECLARATIONS

Named Insured and Mailing Address:

Mark Germack DDS
Mark Germack DDS PLLC
720 Olive Way Ste 835
Seattle, Washington 98101

In return for the payment of premium, and subject to all other terms of this policy, we agree with you to provide the insurance as stated in this policy.

Policy Period:

September 08, 2019 to September 08, 2020
at 12:01 A.M. local time at the Location of Premises

Location of Premises

Location No. 1 720 Olive Way Ste 835, Seattle, Washington, 98101

Total Premium: \$ 1,710.00

Forms completing these Declarations:

NDBPDEC (01/2019)	WABPCPC (01/2019)	WABPSTOP (01/2019)	WABPEPLx (01/2019)
NDBPCF (01/2019)	WABPCHG (01/2019)	WABPHNOA (01/2019)	NDBPWPP (01/2019)
NDBPAIS (01/2019)	438BFU (01/2019)	NDBPAI001 (01/2019)	

In witness whereof, the Company has issued this policy, signed by its Chief Executive Officer and Assistant Secretary.

Bob F. Spinelli
TDIC Chief Executive Officer

Alison Sandman
Assistant Secretary

Date Issued: November 06,
2019

The Dentists Insurance Company

1201 K Street, 17th Floor, Sacramento, CA 95814

**NEW/RENEWAL/CHANGE EFFECTIVE:** 11/01/2019**REVISION NUMBER:** 3**POLICY NUMBER:** WA525081

Liability Coverage		Limits
Each Occurrence	\$	2,000,000
General Aggregate	\$	4,000,000
Damage to Rented Premises	any one premises	\$ 250,000
Medical Expense	per person	\$ 10,000
Personal and Advertising Injury	\$	2,000,000
Products – Completed Operations Aggregate	\$	1,000,000
Hired Auto and Non-owned Autos	\$	2,000,000
Stop Gap	\$	1,000,000

Location #	1
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Address: 720 Olive Way Ste 835, Seattle, Washington, 98101
Occupancy: Office

Deductible	Unless otherwise specified, subject to a deductible of:	\$	1000
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Property Coverage	Limits
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Insurance applies only to an item for which a limit of Insurance or the word included is shown.

Building	\$	0
Business Personal Property	\$	773,000
Inflation Factor		4 %
Loss of Business Income	\$	Actual Loss Sustained
Extra Expense	\$	Actual Loss Sustained
Loss Assessment	\$	0
Accounts Receivable Records	\$	50,000
Valuable Papers & Records	\$	50,000
Employee Dishonesty	\$	25,000
Money and Securities	\$	10,000
Forgery or Alteration	\$	1,000
Money Orders and Counterfeit Money	\$	2,500

Other Coverage	Limits
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Welfare & Pension Plan	\$	25,000
Electronic Data Processing	\$	0
Fine Arts	\$	0
Miscellaneous Articles	\$	0
Signs	\$	0
Terrorism	\$	Included



POLICY NUMBER: WA525081

ADDITIONAL INTEREST SCHEDULE

Additional Interest

TYPE:	Location # 1
<input checked="" type="checkbox"/> Lenders Loss	Burkhart Equipment Finance AOIA
Payee	
<input type="checkbox"/> Mortgagee	1310 Madrid Street
<input type="checkbox"/> Additional Insured	Marshall, Minnesota, 56258

Additional Interest

TYPE:	Location # 1
<input type="checkbox"/> Loss Payee	PPF OFF 720 Olive Way, LLC
<input type="checkbox"/> Mortgagee	C/O Unico Properties LLC
<input checked="" type="checkbox"/> Additional Insured	720 Olive Way Suite 815, Seattle, Washington, 98101

Additional Interest

TYPE:	Location # 1
<input checked="" type="checkbox"/> Loss Payee	TIAA Commercial Finance, Inc. ISAOA
<input type="checkbox"/> Mortgagee	C/O Katrina Banks
<input checked="" type="checkbox"/> Additional Insured	10 Waterview Blvd, Parsippany, New Jersey, 07054

All other terms and policy conditions not expressly modified or superseded by this schedule shall remain in force.

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SECTION I – BUSINESSOWNERS PROPERTY COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Named Insured as shown in the Declarations. The words “we,” “us” and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning as listed in PROPERTY DEFINITIONS.

I. PROPERTY DEFINITIONS

A. “Accounts Receivable Records” means:

- All amounts due from your customers that you are unable to collect
- Interest charges on any loan required to offset amounts you are unable to collect, pending our payment of these amounts
- Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage
- Other reasonable expenses that you incur to reestablish your records of “Accounts Receivable”

B. “Actual Cash Value” means:

- The cost of repairing damage to property when the damage is economically repairable, less reasonable deduction for wear and tear, deterioration, and obsolescence
- The market value of property in a used condition equal to that of destroyed property, when the loss or damage to property creates a total loss, if reasonably available on the used market
- The market value of new, identical or nearly identical property, less reasonable deduction for wear and tear, deterioration, and obsolescence

C. “Business Income” means:

- Net income (net profit or loss before income taxes) that would have been earned or incurred
- Continuing normal operating expenses incurred, including payroll
- Loss of rental income you incur as building owner

D. “Act of Terrorism” means:

- An “Act of Terrorism” as defined in Section 102(l) of the Terrorism Risk Insurance Act of 2002 to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

E. "Computer" means:

- Programmable electronic equipment that is used to store, retrieve and process data
- Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission

"Computer" does not include programmable electronic equipment used to operate production or manufacturing-type machinery or equipment.

F. "Covered Causes of Loss" means:

- All risk of direct physical loss, unless the loss is limited in section IV, LIMITATIONS, or excluded in VIII, EXCLUSIONS

G. "Domestic Abuse" means:

- Physical harm, "bodily injury", assault or the infliction of fear of imminent physical harm, "bodily injury" or assault between family or household members
- Sexual assault of one family or household member by another
- Stalking of one family or household member by another family or household member
- Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member

H. "Electronic Data" means:

- Information, facts or "Computer" programs stored as or on, created or used on, or transmitted to or from, "Computer" software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of "Computer" software that are used with electronically controlled equipment

The term "Computer" programs means a set of related electronic instructions that direct the operations and functions of a "Computer" or device connected to it, which enable the "Computer" or device to receive, process, store, retrieve or send data.

I. "Errors and Omissions" means:

- Negligent acts and/or omissions resulting in bodily injury, personal injury and/or property damage liability to a client

J. "Fine Arts" means:

- Paintings, etchings, pictures, tapestries, statuary, bronzes, porcelains and bric-a-brac, art glass windows, and other bona fide works of art or rarity with historical value or artistic merit with a value of \$1,000 or more per item

K. "Fungi" means:

- Any type or form of fungus, including mold or mildew, and any mycotoxin, spore, scent or by-product produced or released by fungus

L. "Money" means:

- Currency, coins and bank notes at face value whether or not in current use
- Traveler's checks, registered checks and money orders held for sale to the public

M. "Operations" means:

- Your business activities occurring at the described premises

N. "Period of Restoration" means the period of time that:

- Begins with the date of direct physical loss or damage caused by or resulting from any "Covered Cause of Loss" at the described premises

- Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality

"Period of Restoration" does not include any increased period required because of the enforcement of any ordinance or law that:

- Regulates the construction or use or repair or requires the tearing down of any property
- Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"

For "business income" coverage and extra expense coverage, the "Period of Restoration" begins with the earlier of:

- 24 hours after the interruption of utility or sewer services to the described premises caused by or resulting from direct physical loss or damage to water supply services or power supply services from a "Covered Cause of Loss"
- Immediately after the direct physical loss or damage caused by or resulting from any "Covered Cause of loss" at the described premises, other than the interruption of utility services

The expiration date of this policy will not shorten the "Period of Restoration".

O. "Pollutants" means:

- Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste

"Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

P. "Securities" means:

- Negotiable and nonnegotiable instruments or contracts representing either "money" or other property, and includes:
 - Tokens, tickets, revenue stamps and other stamps at face value, whether or not in current use
 - Evidence of debt issued in connection with credit or charge cards that are not your own issue
- ... but does not include "money"

Q. "Specified Causes of Loss" means:

- Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; "Falling Objects"; weight of snow, ice or sleet; "Water Damage"
- "Sinkhole collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
- The cost of filling sinkholes
 - Sinking or collapse of land into manmade underground cavities

"Falling Objects" does not include loss of or damage to:

- Personal property in the open
- The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a "Falling Object".

"Water Damage" means sudden and accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system, or appliance containing water or steam.

R. "Valuable Papers and Records" means:

- Inscribed, printed or written documents, manuscripts and records, including books, maps, films, drawings, abstracts, deeds, X-ray negatives, prints, mortgages and patients' charts, including those that exist on electronic media and records

"Valuable Papers and Records" does not include "accounts receivable records".

S. "Water Back-up and Sump Overflow" means:

- Water that backs up through or overflows from a sewer or drain
- Water that overflows from a sump

II. COVERAGES

Subject to all the provisions of this policy, we will pay for direct physical loss of or damage to Covered Property caused by or resulting from a "Covered Cause of Loss" at the premises described in the policy Declarations.

Covered Property, as used in this policy, means the following types of property for which a Limit of Insurance is shown in the Declarations or is shown below:

A. Building

Building, meaning buildings or structures at the premises described in the Declarations and includes:

1. Fixtures, machinery and equipment if permanently installed, either in or on the building or within 1,000 feet of the described premises
2. Permanently installed appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; fire extinguishing equipment; outdoor furniture; and floor coverings
3. Materials, equipment, supplies and temporary structures on or within 100 feet of the described premises used for making additions, alterations or repairs to the building or structures
4. Detached structures located at the premises described in the Declarations — this coverage is limited to 10 percent of the value shown for building coverage at the same location and does not increase the limit of coverage shown in the Declarations. Detached structures do not include fences, radio and/or television antennas, towers or dishes, trees, shrubs or plants.

B. Business Personal Property

Business Personal Property, meaning personal property that is used in your business and is:

1. Owned by you and located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises
2. Personal property, including leased personal property, which you have a contractual responsibility to insure
3. Property of others that is in the care, custody or control of your business — this property, however, is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others

4. Building glass, if you are a tenant and no limit of insurance is shown in the Declarations for Building Property. The glass must be owned by you, in your care custody or control, or you must be required to insure glass as part of your lease agreement.
5. Tenant improvements to the described building or structure. Improvements are fixtures, alterations, installments or additions that:
 - a) Are made a part of the building or structure you occupy but do not own
 - b) Are made or acquired at your expense but that you cannot legally remove
6. Personal property used in your business and located more than 1,000 feet from the described premises, subject to the following restrictions:
 - a) The most we will pay for damage in any one event is \$10,000.
 - i. Damage must be caused by a "Covered Cause of Loss" or one of the following additional hazards: collision, overturn of transporting vehicles; or collapse of bridges, culverts, docks or wharves.
 - ii. If damage was due to theft, the theft must be caused by or result from forced entry, of which there must be visible evidence. Damage due to theft of property from within a vehicle is subject to the provision that all vehicle doors, compartments and windows are closed and locked, even when garaged in a public or private garage and that the doors of the private garage must also be locked.
7. Personal property that is "Fine Arts", with the following limitations:
 - a) The most we will pay for damage caused by a "Covered Cause of Loss" is \$5,000 total for all items.
 - b) Items valued at \$1,000 or less are not considered "Fine Arts."

In the event of a total loss of an article or articles that are part of a pair or set, you may choose to have us pay the market value of the whole set at the time of loss and surrender the remaining pieces to us.

C. Business Income

We will pay for the actual loss of "Business Income" you sustain because of the necessary suspension of your "Operations" during the "Period of Restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a "Covered Cause of Loss".

We will only pay for loss of "Business Income" that occurs within 12 consecutive months after the date of direct physical loss or damage.

The amount of "Business Income" loss will be determined based on:

1. The net income of the business before the direct physical loss or damage occurred
2. The likely net income of the business if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business because of favorable business conditions caused by the impact of the "Covered Cause of Loss" on customers or on other businesses
3. The operating expenses, including payroll expenses, necessary to resume "Operations" with the same quality of service that existed just before the direct physical loss of damage
4. Other relevant sources of information, including but not limited to:
 - a) Your financial records and accounting procedures
 - b) Bills, invoices and other vouchers
 - c) Deeds, liens or contracts

"Business Income" does not apply to the loss of "Business Income" incurred as a result of unfavorable business conditions caused by the impact of the "Covered Cause of Loss".

D. Extra Expense

We will pay necessary Extra Expense you incur during the "Period of Restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a "Covered Cause of Loss".

The amount of Extra Expense will be determined based on:

1. All expenses that exceed the normal operating expenses which would have been incurred by "Operations" during the "Period of Restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the "Period of Restoration" once "Operations" are resumed
2. Necessary expenses that reduce the "Business Income" loss that otherwise would have been incurred

"Extra Expense" means expense incurred:

3. To avoid or minimize the suspension of business and to continue "Operations":
 - a) At the described premises
 - b) At replacement premises or at temporary locations, including:
 - i. Relocation expenses
 - ii. Costs to equip and operate at the replacement or temporary locations
4. To minimize the suspension of business if you cannot continue "Operations"
5. To repair or replace any property including relocation expenses and cost to equip and operate at the replacement or temporary locations. Business personal property purchased or leased that replaces the property damaged by a "Covered Cause of Loss" will be considered replacement Business Personal Property and will reduce the available Business Personal Property limit accordingly.

Note that we will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage.

E. Extended Business Income

We will pay the actual loss of "Business Income" you sustain caused by any "Covered Cause of Loss" that results in direct physical loss of or damage to property at the described premises which occurs between the periods described below:

1. Beginning on the date your "Operations" are resumed after the "Period of Restoration"
2. Ending on the earlier of:
 - a) The date your "Business Income" could have been restored, at reasonable speed, to the same level that your "Business Income" would have been had there been no direct physical loss of or damage to property at the described premises
 - b) Thirty consecutive days after the date your "Operations" are resumed after the "Period of Restoration"

Extended Business Income does not apply to the loss of "Business Income" incurred as a result of unfavorable business conditions caused by the impact of the "Covered Cause of Loss".

F. Civil Authority

We will pay for the actual loss of "Business Income" and necessary Extra Expense caused by an action of Civil Authority that prohibits access to the described premises because of direct physical loss of or damage to property, other than at the described premises, caused by or resulting from a "Covered Cause of Loss".

We will pay for the actual loss of "Business Income" and Extra Expense beginning 24 hours after the action of Civil Authority that prohibits access to the described premises, provided both of the following apply:

1. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage and the described premises are within that area but are not more than one mile from the damaged property
2. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "Covered Cause of Loss" that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property

Coverage for loss of "Business Income" or Extra Expense will end the earlier of:

3. Three consecutive weeks after the commencement of the action of Civil Authority
4. When the Civil Authority action is lifted

G. Utility Services

We will pay for loss of "Business Income" or Extra Expense at the described premises caused by the interruption of Utility Services to the described premises. The interruption must result from direct physical loss or damage by a "Covered Cause of Loss" to the Utility Services described below. The Utility Service must be located outside the premises described in the Declarations. We will not pay for any loss of "Business Income" or Extra Expense resulting from the interruption of service that occurs within the first 24 hours of the interruption of service.

We will pay for direct physical loss of or damage to Covered Property as shown in the Declarations, caused by the interruption of Utility Services to the described premises. The interruption must result from direct physical loss or damage by a "Covered Cause of Loss" to the Utility Services described below.

1. Utility Services mean:
 - a) The following types of systems or property supplying water or sewer services to the described premises:
 - i. Pumping stations;
 - ii. Water mains; and
 - iii. Sewer lines or septic tanks.
 - b) The following types of devices or property supplying electricity, steam or gas to the describes premises:
 - i. Utility generating plants;
 - ii. Switching stations;
 - iii. Substations;
 - iv. Transformers; and
 - v. Transmission lines, including overhead transmission lines.

This coverage does not apply to loss or damage to, or destruction or corruption of, "Electronic Data".

H. Employee Dishonesty

1. We will pay for direct loss of or damage to Business Personal Property and "Money" and "Securities" used in your practice, resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you, family members, directors, officers or your partners) with the manifest intent to:
 - a) Cause you to sustain loss or damage; or
 - b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - i. Any employee; or
 - ii. Any other person or organization.
2. We will not pay for loss or damage:
 - a) Resulting from any dishonest or criminal act that you, your family members, directors, officers, your partners, or your partners family members commit, whether acting alone or in collusion with other persons;
 - b) The only physical proof of which as to its existence or amount is:
 - i. An inventory computation; or
 - ii. A profit and loss computation.
 - c) Resulting from the falsification or misuse by an employee of records or other information used to determine an employee's compensation.
 - d) Resulting from the misuse of company time by employees.
3. The most we will pay for loss or damage in any one "Occurrence" is the Limit of Insurance for Employee Dishonesty shown in the Declarations.
4. All loss or damage:
 - a) Caused by one or more persons; and/or
 - b) Involving a single act or series of related acts; is considered one "Occurrence".
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. If a single "Occurrence" is caused by a series of related acts or events, the most we will pay for that "Occurrence" is the limit of the first policy during which the acts or events occurred.
6. This Employee Dishonesty Coverage does not apply to loss or damage caused by an employee after you, or any of your partners, officers or directors not in collusion with the employee, discover that the employee has committed a dishonest act, whether before or after being hired by you.
7. We will pay only for covered loss or damage discovered no later than one year from the date on which the last dishonest act occurred.
8. If you sustained loss or damage during the period of any prior insurance with another insurer that you could have recovered under that insurance, except that the time within which to discover loss or damage has expired, we will pay for it under this Coverage, provided:
 - a) This Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - b) The loss or damage would have been covered by this Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this Coverage and is limited to the lesser of the amount recoverable under:
 - a) This Coverage as of its effective date; or
 - b) The prior insurance, had it remained in effect.

I. Mechanical Breakdown

1. We will pay for direct damage to Covered Property caused by an Accident.
2. Accident means a sudden and accidental breakdown of an Object or part of an Object that is owned by you or in your care, custody or control, and is at the described premises. At the time the breakdown occurs, it must manifest itself by physical damage to the object that requires repair or replacement.
3. None of the following is a sudden or accidental breakdown:
 - a) Depletion, deterioration, corrosion or erosion;
 - b) Wear and tear;
 - c) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - d) Breakdown of any vacuum tube, gas tube or brush;
 - e) Breakdown of any "Computer" including computers used to operate production type machinery or equipment;
 - f) Breakdown of any structure or foundation supporting the Object or any of its parts;
 - g) The functioning of any safety or protective device; or
 - h) The explosion of gases or fuel within the furnace of any Object, or within the flues or passages through which the gasses of combustion pass.
4. Object means any of the following equipment:
 - a) Boiler and Pressure Vessels, but only if they are on your premises or between parts of your premises. They must contain steam or condensate of steam and cannot be part of any other vessel or apparatus.
 - b) Air conditioning units that have a capacity of 60,000 Btu or more.
5. Object does not mean:
 - a) Boiler and Pressure Vessel equipment that is not under internal pressure other than weight of contents; boiler settings; insulating or refractory material; or electrical, reciprocating or rotating apparatus within or forming part of the boiler or vessel.
6. We will not pay for an Accident to any Object while being tested.
7. Whenever an Object is found to be in, or exposed to, a dangerous condition, we may immediately suspend the insurance against loss from an accident to that Object. This can be done by delivering or mailing a written notice of suspension to you at your last known address.

J. Newly Acquired or Constructed Premises and Property

1. You may extend the insurance that applies to Buildings to apply to new buildings located on the described premises and buildings you acquire at a premises other than the one described in the Declarations. The most we will pay for loss or damage under this extension is \$250,000 for each building.
2. You may extend the insurance that applies to Business Personal Property to apply to newly acquired Business Personal Property at any new location you acquire, or Business Personal Property which you newly acquire that is located at the premises described in the Declarations. The most we will pay for loss or damage under this extension is \$100,000.
3. With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:
 - a) This policy expires;
 - b) 30 days after you acquire the building or business personal property; or
 - c) The day you report values to us.

We will charge you additional premium for values reported from the date you acquire the property or business personal property.

III. ADDITIONAL COVERAGES

The limits of the following coverages are included within the Businessowners property limit stated in the Declarations page unless otherwise indicated.

A. Accounts Receivable Records

- We will pay for loss to your "Accounts Receivable Records" caused by a "Covered Cause of Loss". The most we will pay for loss or damage in any one "Occurrence" at the described premises is the "Accounts Receivable Records" limit of coverage shown in the Declarations. The most we will pay for loss or damage not at the described premises is \$5,000.
 - a) We will pay all amounts that are due and that you cannot collect from your customers because of the loss.
 - b) We will pay interest charged on a loan if that loan is used to offset those sums that cannot be collected pending our payment of those sums.
 - c) We will pay for collection costs that result from the losses indicated above provided that the collection costs are increased above your normal collections costs.
 - d) We will pay the reasonable costs to reconstruct your "Accounts Receivable Records". Our payment of these amounts, collection expenses in excess of your normal collection expenses and any other reasonable expenses you incur.
- There is no coverage for loss resulting from:
 - a) Governmental action;
 - b) Nuclear hazard;
 - c) War or military action;
 - d) Dishonesty;
 - e) False pretense; or
 - f) "Errors and Omissions".

B. Backup of Sewer or Drains

1. We will pay for direct physical loss or damage to Covered Property and/or Loss of "Business Income" caused by or resulting from water that backs up from a sewer or drain.
2. We will not pay for Loss of "Business Income" or Extra Expense that occurs within the first 24 hours of the interruption of your business.
3. We will not pay for any maintenance necessary to restore "Operations".
4. \$10,000 per "Occurrence" is the most we will pay for all damage to covered property, "Business Income" and Extra Expense as a result of backup of sewers and drains.

C. Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from Collapse of a building or any part of a building caused only by one or more of the following:

1. The "Specified Causes of Loss";
2. Breakage of building glass, as insured against in this policy;
3. Hidden decay, unless you knew or should have reasonably known of its existence;
4. Hidden insect or vermin damage, unless you knew or should have reasonably known of its existence;

5. Weight of people or personal property;
6. Weight of rain, ice or snow that collects on a roof;
7. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs after the course of the construction, remodeling or renovation.

We will not pay for loss of or damage to the following types of property: yard fixtures, outdoor swimming pools, piers, wharves and docks, beach or diving platforms or appurtenances, retaining walls, walks, roadways and other paved surfaces.

Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose. Collapse does not include settling, cracking, shrinkage, bulging or expansion.

A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.

A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows signs of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

This additional coverage, collapse, will not increase the limits of insurance provided in this policy.

D. Debris Removal

1. We will pay the cost to remove the debris of Covered Property that is damaged by a "Covered Cause of Loss" that occurs during the policy period and is reported to us within 180 days of the date of loss.
2. The most we will pay under this Additional Coverage is 25% of:
 - a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - b) The deductible in this policy applicable to that loss or damage.
3. This Additional Coverage does not apply to costs to:
 - a) Extract "Pollutants" from land or water; or
 - b) Remove, restore or replace polluted land or water.

E. Fire Department Service Charge

When the fire department is called to save or protect covered property from a "Covered Cause of Loss", we will pay fire department service charges for which you are liable under any ordinance, or have assumed by contract or agreement prior to the loss. The most we will pay is \$2,500.

F. Fire Extinguisher Recharge

If your fire extinguishing equipment is used to fight a fire at your premises or on adjoining premises, we will pay up to \$1,000 in any one event for the cost of recharging your fire extinguishers or fire extinguishing system.

G. Money and Securities

1. We will pay for loss of "Money" and "Securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any

employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- a) Theft, meaning any act of stealing;
 - b) Disappearance; or
 - c) Destruction.
2. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
 - a) resulting from accounting or arithmetical "Errors and Omissions"; or
 - b) due to the giving or surrendering of property in any exchange or purchase; or
 - c) of "Money" contained in any "Money" – operated device unless the amount of "Money" deposited in it is recorded by a continuous recording instrument in the device.
 3. The most we will pay for loss in any one "Occurrence" is the limit shown in the Declarations for "Money" and "Securities".
 4. All loss:
 - a) Caused by one or more persons; or
 - b) Involving a single act or series of related acts is considered one "Occurrence".
 5. You must keep records of all "Money" and "Securities" so we can verify the amount of any loss or damage.
 6. You must notify authorities and file a formal report upon discovery of such loss.

H. Outdoor Property

Coverage under this policy applies to your outdoor fences, satellite dishes, radio and television antennas, trees, shrubs and plants, including debris removal expense, within 100 feet of the described premises caused by or resulting from any of the following causes of loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or Civil Commotion;
5. Aircraft; or
6. Land Motor Vehicle.

The most we will pay for loss or damage under this Coverage is \$10,000 but not more than \$1,000 for any one tree, shrub or plant. This limit is part of and not in addition to the limit of insurance for Business Personal Property.

I. Outdoor Signs

Under the Business Owners Personal Property Coverage, we will pay for direct physical loss of or damage to outdoor signs within 1,000 feet of the described premises that are owned by you or owned by others but in your care, custody or control. The most we will pay under this coverage is \$10,000. This limit is part of and not in addition to the limit of Business Personal Property shown in the Declarations.

J. Pollutant Cleanup and Removal

We will pay your expense up to \$10,000 to extract "Pollutants" from land or water at the premises described in the Declarations if the "Pollutants" were released, discharged or dispersed because of or resulting from a "Covered Cause of Loss" that occurs during the policy period. These expenses will be paid only if they are reported to us in writing within 180 days of the date of the release, discharge or dispersal.

This additional coverage does not apply to the cost to test or monitor for the existence, concentration or effects of "Pollutants"; nor does it provide coverage for the assessment of such "Pollutants".

K. Preservation of Property

We will pay the reasonable costs incurred by you for emergency repairs or measures performed solely to protect covered property from further damage by a "Covered Cause of Loss" if a "Covered Cause of Loss" has already occurred to the property. If it is necessary to move covered property as a reasonable step to protect the property, we will pay for any direct physical loss of or damage to that property:

1. while it is being moved or while temporarily stored at another location; and
2. the loss or damage occurs within 90 days after the property is first moved.

L. Forgery or Alteration

1. We will pay for loss due to the:
 - a) Forgery or alteration of any checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum of "Money" that are:
 - i. made or drawn by an individual acting as your agent; or
 - ii. alleged to have been made or drawn by an individual acting as your agent.
 - b) Forgery or alteration of, on, or in any written instrument required in conjunction with any credit, debit, or charge card or any written instrument prepared in conjunction with any credit, debit, or charge card used for your business issued to:
 - i. you; or
 - ii. your partner, officer, director, trustee, member, manager or employee.

If you are sued for refusing to pay for any of the above forgeries or alterations, and you have our written consent to defend against such "Suit", we will pay for any reasonable legal expenses incurred for your defense.

2. The most we will pay for any loss, including legal expenses, under this Additional Coverage is the Forgery or Alteration limit of coverage shown in the Declarations.

M. Lock and Key Replacement

We will pay the cost for rekeying, repair or replacement, whichever is less, of exterior and/or interior door locks located at the premises described in the Declarations if your door keys are stolen in a covered theft loss. The most we will pay during a 12 month period is \$1,000. No deductible applies to this coverage.

N. Money Orders and Counterfeit Money

We will pay for loss due to:

1. The acceptance in good faith, in exchange for merchandise, "Money" or service, of any post office or express money order, issued or claiming to have been issued by any post office or express company, if the money order is not paid upon presentation; or

2. The acceptance in good faith in the regular course of business of counterfeit United States currency.

The most we will pay for any one loss under this Additional Coverage is the Money Orders and Counterfeit Money limit of coverage shown in the Declarations.

O. Valuable Papers and Records

1. The most we will pay for "Valuable Papers and Records" in any one "Occurrence" at the described premises is the "Valuable Papers and Records" limit of coverage shown in the Declarations.
2. The most we will pay for "Valuable Papers and Records" not at the described premises is \$5,000.
3. Loss or damage to "Valuable Papers and Records" will be valued at the cost of restoration or replacement of the lost or damaged information.
4. There is no coverage for loss resulting from:
 - a) Governmental Action;
 - b) Nuclear Hazard;
 - c) War and Military action;
 - d) Dishonesty;
 - e) False Pretense; or
 - f) "Errors and Omissions".

There is no coverage for "Valuable Papers and Records" which are in excess of 10 years of age at the time of loss.

IV. LIMITATIONS

A. We will not pay for loss of or damage to:

1. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
2. Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory. This limitation does not apply to the Additional Coverage for "Money" and "Securities".

B. We will only pay for breakage, loss or damage to fragile articles resulting from a "Specified Cause of Loss".

However, this limitation does not apply to glass that is a part of a building or structure, bottles or other containers held for sale or lenses of photographic or scientific instruments.

C. For loss or damage by theft, the following types of property are covered only up to the limits shown:

1. \$2,500 for furs, fur garments and garments trimmed with fur;
2. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals;
3. \$2,500 for patterns, dies, molds and forms;
4. \$2,500 for tools used for non-dental purposes.

D. Electronic Data, Media and Records

We will pay for the cost to replace or restore "Electronic Data" which is destroyed or corrupted by a "covered cause of loss". If "Electronic Data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "Electronic Data" was stored with blank media of substantially identical type. The most we will pay is \$10,000 per incident.

We will only pay for loss of "Business Income" caused by direct physical loss of or damage to "Electronic Data", Media and Records that occurs within the sooner of:

1. 60 consecutive days from the date of direct physical loss or damage; or
2. The period necessary to repair, rebuild or replace with reasonable speed and similar quality, other property at the described premises due to loss or damage caused by the same "Occurrence". This period begins with the date of direct physical loss or damage.

Electronic Media and Records are:

- a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- b) Data stored on such media; or
- c) Programming records used for electronic data processing or electronically controlled equipment.

We will not pay for:

1. Loss or damage caused by or resulting from the unauthorized viewing, copying or use of "electronic data" (or any other proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft, attempted theft or hacking;
2. Loss or damage resulting from electronic vandalism including loss of "Business Income", Extra Expense or Extended "Business Income"; or
3. Fines, judgments, settlements, defense or payment of any kind for loss resulting from the breach of duty to protect third party private information.

E. Digital Diagnostic Sensor Equipment

We will only pay for loss or damage to digital diagnostic sensor equipment, including without limitation, loss of "Business Income" or Extra Expense, resulting from theft or "Specified Cause of Loss" to this equipment.

F. Gutters and Downspouts

We will not pay for loss or damage to gutters or downspouts caused by or resulting from the weight of snow, ice or sleet.

- G. We will not pay for loss or damage to the interior of any building caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless the building first sustains damage by another "Covered Cause of Loss" to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or the damage is caused by or results from thawing of snow, sleet or ice on the building.

V. PROPERTY NOT COVERED

A. Covered Property does not include:

1. Aircraft, automobiles, motor trucks, and any other vehicles licensed or capable of being licensed to operate on public roads;
2. Contraband, or property in the course of illegal transportation or trade;
3. Land (including land on which property is located), water, growing crops or lawns;
4. "Money" or "Securities" except as provided in "Money" and "Securities" additional coverages;
5. Outdoor fences, radio or televisions antennas, satellite dishes, masts, towers, signs, trees, shrubs or plants except as provided in Outdoor Property additional coverages;
6. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as provided in this policy;
7. Computers which are designed to be permanently installed in any aircraft, watercraft, motor truck, or any other vehicle subject to motor vehicle registration;
8. "Electronic Data" except as otherwise provided in this policy;
9. Watercraft (including motors, equipment and accessories) while afloat;
10. Bridges, roadways, walks, culverts, patios or any other paved surfaces;
11. Bulkheads, pilings, piers, wharves or docks;
12. Retaining walls that are not part of a building;
13. "Mobile Equipment";
14. Animals;
15. The cost of excavating, grading, backfilling or filling;
16. Underground pipes, flues or drains;
17. Building foundations that are below the lowest basement floor or the surface of the ground if there is no basement.

VI. LIMITS OF INSURANCE

- A. The most we will pay for loss or damage in any one "Occurrence" is the applicable Limit of Insurance shown in the Declarations or as stated herein.
- B. The limits applicable to the Debris Removal, Fire Department Service Charge, Fire Extinguisher Recharge, Outdoor Property and "Pollutant" Cleanup and Removal Additional Coverages are in addition to the Limits of Insurance shown in the Declarations. All other Additional Coverages are within, not in addition to, the Limits of Insurance Shown in the Declarations.
- C. Building and Business Personal Property Limits – Automatic Increase
 1. The Limit of Insurance for Buildings and Business Personal Property will automatically increase at renewal by the annual percentage shown in the Declarations.
 2. The amount of the increase will be the number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Building and/or Business Personal Property limit, divided by 365.
 3. The percentage shown in the Declarations is expressed as a decimal.

VII. DEDUCTIBLES

- A. We will pay only that part of your loss in excess of the deductible amount stated in the Declarations in any one "Occurrence".

- B. In any situation where multiple deductibles are shown in the Declarations, the most we will deduct from any loss or damage will be the greatest deductible shown. Only one deductible will apply per event.
- C. No deductible applies to the following coverages or Additional Coverages:
1. Fire Department Service Charge;
 2. Fire Extinguisher Recharge;
 3. Extra Expense; and
 4. "Business Income".

VIII. EXCLUSIONS

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

A. Ordinance or Law

The enforcement of any code, ordinance, law, or decree that regulates the construction, use, or repair of any building or structure; or that requires the demolition of any property, including the removal of debris.

This exclusion applies whether the loss results from:

1. A code, ordinance, law, or decree that is enforced, even if the property has not been damaged, or;
2. The increased costs incurred to comply with a code, ordinance, law, or decree in the course of the construction, repair, renovation, remodeling or demolition of property, or debris removal following a "Covered Cause of Loss".

B. Earth Movement

1. Earth movement, including but not limited to earthquake, landslide, mine subsidence or earth sinking, cracking, rising or shifting, including damage resulting from property being struck by debris, structures, plants or any natural or manmade object placed in motion by such earth movement. Earth movement does not include sinkhole collapse.
2. Earth movement including soil conditions which cause settling, cracking or other disarrangement of foundations or any other part of realty. Soil conditions include: expansion, contraction, freezing, thawing, erosion, improperly compacted soil, and the action of water under the surface of the ground.
3. If fire or explosion results from earth movement, this exclusion will not apply to the loss or damage resulting from the fire or explosion.
4. This exclusion applies regardless of whether any of the above is caused by an act of nature or is otherwise caused.

C. Volcanic Eruption

Volcanic eruption, explosion or effusion. But if fire or building glass breakage results from volcanic eruption, explosion or effusion, we will pay for the loss or damage that results from the

fire or building glass breakage. All volcanic eruptions that occur within any 168-hour period will constitute a single "Occurrence".

1. Volcanic eruption, explosion or effusion means direct physical loss or damage resulting from the eruption of a volcano when loss or damage is caused by:
 - a) Volcanic blast or airborne shock waves;
 - b) Ash, dust or particulate matter; or
 - c) Lava flow.
2. Volcanic eruption, explosion or effusion does not include any cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to covered property.
3. Volcanic eruption does not provide coverage for damage to:
 - a) Land;
 - b) Property in the open or in an open shed;
 - c) Portions of buildings not completely enclosed or personal property contained within the buildings.

D. Governmental Action

Seizure or destruction of property by order of governmental authority.

However, this exclusion will not apply to acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire is covered under this policy.

E. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for the loss or damage that results from the fire.

F. Act of Terrorism

1. An "Act of Terrorism" including action in hindering or defending against an actual or expected incident of an "Act of Terrorism". But this applies only when one or more of the following are attributed to such act:
 - a) The "Act of Terrorism" is carried out by means of or involves the dispersal, use, release, escape or application of radioactive material, nuclear material or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 - b) Radioactive material is released, and it appears that one purpose of the "Act of Terrorism" was to release such material; or
 - c) The "Act of Terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
 - d) Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the "Act of Terrorism" was to release such material; or

- e) The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada is less than \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "Act of Terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any "Act of Terrorism" exclusions.

Multiple incidents of any "Act of Terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

Subparagraph e) describes the threshold used to measure the magnitude of an incident of any "Act of Terrorism" and the circumstances in which the threshold will apply. However, even if the threshold is met, there is no coverage under this coverage form if the incident of "Act of Terrorism" is otherwise excluded.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The terms and limitations of any "Act of Terrorism" coverage, or the inapplicability or omission of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

If an "Act of Terrorism" excluded above results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under "Business Income" and/or Extra Expense coverage or endorsements that apply to those coverages.

G. War and Military Action

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

H. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water spray from any of these, all whether driven by wind or not (including storm surge);
2. Mudslide or mudflow;

3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment except as included under additional coverages;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
5. Waterborne material or material carried or otherwise moved by any of the above.

This exclusion applies if any of the above in paragraphs 1. through 5.:

- a) Occurs independently;
- b) Is caused by an act of nature;
- c) Is caused by an act or omission of humans or animals; or
- d) Is attributable to the failure, in whole or in part, of a dam, levee, seawall or other boundary or containment system.

If fire, explosion or sprinkler leakage results from a condition described in paragraphs 1 through 5 above, this exclusion will not apply to the loss or damage that results from the fire, explosion or sprinkler leakage.

I. Electrical Apparatus

1. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any of the following:
 - a) Electrical or electronic wire, device, appliance, system or network; or
 - b) Device, appliance, system or network utilizing cellular or satellite technology.
2. For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to the following:
 - a) Electrical current, including arcing;
 - b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - c) Pulse of electromagnetic energy;
 - d) Electromagnetic waves or microwaves; or
 - e) Power Surge.
3. If fire results from a condition described in paragraph 1, this exclusion will not apply to the loss of damage that results from the fire.
4. This exclusion will not apply to loss or damage to a "Computer", if such loss or damage is caused by or results from:
 - a) Artificially generated electrical, magnetic or electromagnetic energy that is generated within 1,000 feet of the described premises; or
 - b) Interruption of electrical power supply, power surge, blackout or brownout if the cause of the interruption took place within 1,000 feet of the described premises.

J. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations. Agricultural smudging is the use of fire to eliminate or protect orchards, crops or animal byproducts.

K. The Following Types of Loss:

1. Wear and tear;
2. Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
3. Smog;
4. Settling, cracking, shrinking or expansion;
5. Nesting or infestation, discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
6. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
7. The following causes of loss to personal property:
 - a) Dampness or dryness of atmosphere;
 - b) Changes in or extremes of temperature; or
8. Marring or scratching; or
9. Delay, loss of use or loss of market.

If a "Specified Cause of Loss," or building glass breakage or collapse (as provided under the Additional Coverage) results from one of the types of loss described in paragraphs 1 through 9 above, this exclusion will not apply to the loss or damage that results from the "Specified Cause of Loss," building glass breakage or collapse .

L. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. If loss or damage by fire results from the explosion, this exclusion will not apply to the loss or damage that results from the fire. This exclusion also will not apply to loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel, or within the flues or passages through which the gases of combustion pass.

M. Frozen Plumbing

1. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - b) You maintain heat in the building or structure; or
 - c) You drain the equipment and shut off the supply if the heat is not maintained.
2. We will not pay for the cost to repair or replace pipes or fixtures damaged as a result of freezing.

N. Dishonesty

Dishonest or criminal acts by you, any of your partners, officers, directors, managers, spouse, domestic partner (as recognized under state law) or family member's trustees, authorized representatives or anyone with an interest in the property:

1. Acting alone or in collusion with others; or
2. Whether or not occurring during the hours of employment.

O. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, or device or by false pretense.

P. Exposed Property

Loss or damage to personal property in the open caused by rain, snow, ice, or sleet.

Q. Neglect

Neglect by you to use all reasonable means to save and preserve the property from further damage at and after the time of loss.

R. Collapse

Collapse, including damage caused by the weight of vegetative roofs, except as provided in the Additional Coverages for Collapse.

S. Pollution

The release, discharge or dispersal of "Pollutants" except as provided for in the Additional Coverage for Pollutant Cleanup and Removal. This exclusion will not apply if the release, discharge or dispersal is itself caused by a "Specified Causes of Loss".

T. Asbestos

Asbestos, nor will we pay for the removal of asbestos.

U. Negligent Work

1. An act, error, or omission (negligent or not) relating to:
 - a) land use;
 - b) the design, specification, construction, workmanship, installation, or testing of real property or improvements to real property;
 - c) planning, zoning, development, siting, surveying, grading, or compaction;
 - d) maintenance of real property and improvements to real property (including land, structures, or improvements);
 - e) a defect, weakness, inadequacy, fault, or unsoundness in materials used in construction or repair of real property and improvements to real property, whether on or off the described premises;
 - f) damage to hardware caused by a data processing error or omission in programming or giving improper instructions; or
2. Loss or damage to Business Personal Property caused by deficiencies or defects in design, specifications, materials, or workmanship, or caused by latent or inherent defects.

V. Weather Conditions

A weather condition which results in the failure of power communication, water or other utility service supplied to the premises, if the failure:

1. Originates away from the premises; or
2. Originates at the premises, but only if such failure involves equipment used to supply the utility service to the premises from a source away from the premises.

If a "Covered Cause of Loss" results from the weather condition, this exclusion will not apply to the loss or damage that results from the "Covered Cause of Loss".

W. Acts or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

X. Business Income, Extra Expense and Extended Business Income Related Losses.

We will not pay for a loss covered under Extra Expense, "Business Income" or Extended "Business Income" coverages, caused by or resulting from:

1. Delay in rebuilding, repairing or replacing the property or resuming "Operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
2. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "Operations", we will cover such loss that affects your "Business Income" during the "Period of Restoration".

Y. Computer-related Losses

1. The failure, malfunction or inadequacy of any of the following, due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times:
 - a) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described in this policy;
 - b) "Computer" application software or other "Electronic Data" as may be described elsewhere in this policy;
 - c) "Computer" operating systems and related software;
 - d) "Computer" networks;
 - e) Microprocessors ("Computer" chips) not part of any "Computer" system; or
 - f) Any other computerized or electronic equipment or components; or
2. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1. above;
3. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Paragraph 1. above.

If excluded loss or damage, as described in Paragraph 1. above results in a "Specified Cause of Loss" under Section I – Property, we will pay for the loss or damage caused by such "Specified Cause of Loss". However, we will not pay for repair, replacement or modification of any items in Paragraph 1. a) through 1. f) to correct any deficiencies or change any features.

Z. Fungi, Wet Rot or Dry Rot

The presence, growth, proliferation, spread or any activity of "Fungi", wet rot or dry rot.

This exclusion does not apply:

1. When "Fungi", wet rot or dry rot result from fire or lightning; or
2. To the extent that coverage is provided in the Limited Coverage for "Fungi", Wet Rot or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.
3. If "Fungi", wet rot or dry rot result in a "Specified Cause of Loss." In that circumstance, we will pay for the loss or damage caused by that "Specified Cause of Loss".

AA. Virus or Bacteria

The presence, growth, proliferation, spread or any activity of a virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, provided that this exclusion does not apply to "Fungi", wet or dry rot.

BB. Errors and Omissions

"Errors or Omissions" in:

1. Programming, processing or storing data, as described under "Electronic Data" or in any "Computer" Operations; or
2. Processing or copying "Valuable Papers and Records".

If the error or omission causes a fire or explosion, we will pay for the direct physical loss or damage caused by the fire or explosion.

CC. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "Computer" system, including "Electronic Data".

If the error or deficiency causes a fire or explosion, we will pay for the direct physical loss or damage caused by the fire or explosion.

DD. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "Electronic Data", unless caused by lightning.

EE. Continuous or Repeated Seepage or Leakage of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

FF. Loss or Damage to Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a "Covered Cause of Loss", we will pay for the loss or damage caused by that "Covered Cause of Loss".

GG. Intentional Injury

We will not pay for loss or damage arising out of any act committed or conspired to be committed by, or at the direction of any person meeting the definition of you or your employee with the intent to cause a loss.

In the event of such loss, no one is entitled to coverage, even persons who did not commit or conspire to commit the act causing the loss.

This exclusion will not apply to deny a person's "Claim" for an otherwise covered property loss if such loss is caused by an act of "Domestic Abuse", and the person making the "Claim":

1. Files a police report and cooperates with any law enforcement investigation relating to the act of "Domestic Abuse"; and
2. Did not cooperate in, or contribute to the creation of the loss.

If we pay a "Claim", our payment to the person making the "Claim" is limited to that person's insurable interest in the property, less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

IX. PROPERTY LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property, the amount of net income and operating expense, or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear all expenses for the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the "Claim".

C. Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage to Covered Property:

1. If a crime has been committed, contact the appropriate authorities.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and to avoid further loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the "Claim". This will not increase the limit of insurance.
5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
6. Permit us to inspect the property and all records proving the loss or damage. Also permit us to take samples of damaged property for inspection, testing and analysis and permit us to make copies from your books and records.
7. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance of your "Claim", including your books and records. In such event, your answers must be signed.
8. Send us a signed, sworn statement of loss containing the information we request to investigate the "Claim". You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Cooperate with us in the investigation or settlement of the "Claim".
10. Resume all or part of your "Operations" as quickly as possible.

D. Legal Action Against Us

No "Suit" to recover any loss may be brought against us unless:

1. All terms of the applicable coverages have been fully complied with; and
2. The "Suit" is commenced within 2 years after the date on which the direct physical loss or damage occurred;
3. If legal action involves a dispute over the amount of loss, the parties have completed the appraisal process set forth in Section IX.B.

E. Loss Payment

1. In the event of a loss covered by this policy, we have the following options:
 - a) Pay the value of the lost or damaged property;
 - b) Pay the cost of repairing or replacing the lost or damaged property;
 - c) Rebuild, repair or replace the property with other property of equivalent kind and quality to the extent practicable, within a reasonable time; or
 - d) Take all or any part of the property at the agreed or appraised value.

We will give notice of our intentions within 30 days after we receive the sworn statement of loss.

2. We will not pay you more than your insurable interest in the Covered Property.
3. Business Personal Property purchased or leased which replaces Property Damaged by a "Covered Cause of Loss" will be considered replacement Business Personal Property and will reduce the available Business Personal Property limit accordingly.

4. We will not pay any consequential losses such as delay, loss of use or loss of market.
5. Subject to the applicable limit shown in the Declarations we will determine the value of Covered Property as follows:
 - a) At replacement cost (without deduction for depreciation). Covered property damaged or lost must be replaced within 180 days.
 - i. You may make a "Claim" for loss or damage covered by this insurance on an "Actual Cash Value" basis. In the event you elect to have loss or damage settled on an "Actual Cash Value" basis, you may make a "Claim" on a replacement cost basis within 180 days after the loss or damage. We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced.
 - ii. We will not pay more for loss or damage on a replacement cost basis than the least of:
 - a) The amount it would cost to replace the damaged item at the time of loss with new property of similar kind and quality to be used for the same purpose on the same site; or
 - b) The amount you actually spend in repairing the damage, or replacing the damaged property with new property of similar kind and quality.
 - iii. In the event of a total loss of an article or articles, other than "Fine Arts", which are part of a pair or set, you may choose to have us pay the amount shown on the property schedule or the replacement value of the entire pair or set when the property is actually replaced. We will pay whichever is less. You must surrender the remaining pieces to us.
 - iv. If property is specifically scheduled in the policy, we will only pay up to the stated amount specified for each item.
 - b) The following property at "Actual Cash Value", unless specifically scheduled:
 - i. Property of others;
 - ii. Manuscripts;
 - iii. Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
 - c) Glass at the cost of replacement with safety glazing material if required by law.
 - d) Tenants' improvements and betterments at:
 - i. Replacement cost if you make repairs within a 180 days after loss;
 - ii. A proportion of your original cost if you do not make repairs within 180 days after loss.

We will determine the proportionate value as follows:

- i. Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- ii. Divide the amount determined in i above by the number of days from the installation of improvements to the expiration of the lease.
If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- iii. Nothing, if others pay for repairs or replacement.
- e) "Valuable Papers and Records", including electronic magnetic media (other than prepackaged software programs), at the cost of:
 - i. Blank materials for reproducing the records; and
 - ii. Labor to transcribe or copy the records.
- f) "Money" at its face value; and
- g) "Securities" at their face value at the close of business on the day the loss is discovered.
- h) "Accounts Receivable":
 - i. If you cannot accurately establish the amount of "Accounts Receivable" outstanding as of the time of loss or damage:
 - ii. We will determine the total of the average monthly amounts of "Accounts Receivable" for the 12 months immediately preceding the month in which the loss or damage occurs; and

- iii. We will adjust that total for any normal fluctuations in the amount of "Accounts Receivable" for the month in which the loss or damage occurred.

The following will be deducted from the total amount of "Accounts Receivable", however that amount is established:

- iv. The amount of the accounts for which there is no loss or damage;
 - v. The amount of the accounts that you are able to reestablish or collect;
 - vi. An amount to allow for probable bad debts that you are normally unable to collect; and
 - vii. All unearned interest and service charges.
- 6. Our payment for loss of or damage to personal property of others will be only for the account of the owners of the property. We may work with the owners of the lost or damaged property to value the "Claim". If we pay the owners, such payments will satisfy your "Claims" against us for the owners' property. We will not pay the owners more than their insurable interest in the Covered Property.
 - 7. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building.
 - 8. If a Loss Payee is indicated in the Declarations with regard to property that is the subject of a covered, we will work with you to value the "Claim" and, at our discretion, we will either:
 - a) Pay the "Claim" to you;
 - b) Pay the "Claim" jointly to you and the party repairing or replacing the lost or damaged property; or
 - c) Pay the "Claim" jointly to you and the Loss Payee shown in the Declarations.
 - 9. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if you and any other person or entity entitled to payment have complied with all the terms of this policy; and
 - a) We have reached an agreement with the person or entity entitled to payment (including you) on the amount of loss; or
 - b) An appraisal award has been made.

F. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property may be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

G. Resumption of Operations

We will reduce the amount of your:

- a) "Business Income" loss, other than Extra Expense, to the extent you can resume your "Operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere; and
- b) Extra Expense loss to the extent you can return "Operations" to normal and discontinue such Extra Expense.

H. Vacancy

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage, we will:

- a) Not pay for any loss or damage caused by any of the following even if they are "Covered Causes of Loss:"
 - i. Vandalism;
 - ii. Sprinkler leakage, unless you have protected the system against freezing;
 - iii. Building glass breakage;
 - iv. "Water Damage";
 - v. Theft; or
 - vi. Attempted Theft.
- b) Reduce the amount we would otherwise pay for the loss or damage caused by any other means by 15%.

A building is vacant when it does not contain enough business personal property to conduct customary "Operations" or when an owned building has less than 33% of its total square footage occupied.

A part of a building that is under construction is not considered vacant.

X. PROPERTY GENERAL CONDITIONS

A. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this coverage form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

B. Mortgage Holders

The forms indicated in the Declarations apply.

C. No Benefit to Bailee

No person, entity or organization, other than you, having custody of Covered Property will benefit from this insurance.

D. Policy Period

Under Businessowners Property Coverage, we cover loss or damage occurring during the policy period shown in the Declarations.

SECTION II – BUSINESSOWNERS LIABILITY COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person qualifying as a Named Insured. If the Named Insured is an individual, then the Named Insured includes a professional corporation solely owned by you.

The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" for Business Owners Liability Coverage means any person or organization qualifying as such under WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to LIABILITY AND MEDICAL EXPENSES DEFINITIONS

I. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- A.** "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "Auto" does not include "Mobile Equipment".
- B.** "Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C.** "Act of Terrorism" means:
 - An "Act of Terrorism" as defined in Section 102(l) of the Terrorism Risk Insurance Act of 2002 to means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D.** "Coverage Territory" means:
 - The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - International waters or airspace provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above; or
 - Anywhere in the world with respect to injury or damage arising out of "Your Products" sold within the "Coverage Territory", provided that "Suit" is brought within the territory described in paragraph 1 above, and the insured's responsibility to pay damages is determined in a "Suit" on the merits in the territory described in 1. above or in a settlement we agree to.

E. "Domestic Abuse" means:

- "Bodily Injury," assault or the infliction of fear of imminent "Bodily Injury" or assault between family or household members;
- Sexual assault of one family or household member by another;
- Stalking, meaning one family or household member by another family or household member; or
- Intentionally, knowingly or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another family member or household member.

F. "Impaired Property" means tangible property (other than "Your Product" or "Your Work") that is less useful or no longer useable because:

- it includes "Your Products" or "Your Work" that is, or is believed to be, deficient or dangerous; or
- you failed to carry out the terms of a contract or agreement; and
- the property can be restored by the repair, replacement, adjustment or removal of "Your Products", or "Your Work", or your fulfillment of the terms of the contract or agreement.

G. "Insured Contract" means:

- A contract for a lease of premises;
- A sidetrack agreement;
- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- An indemnification agreement with a municipality as required by ordinance, except in connection with work for a municipality;
- An elevator maintenance agreement;
- That part of any other contract or agreement pertaining to your business, but not to professional health care services, by which you assume the tort liability of another to pay damages because of "Bodily Injury" or "Property Damage" to a third person or organization, if the contract or agreement is made prior to the "Bodily Injury" or "Property Damage". Tort liability means liability that would be imposed by law in the absence of any contract or agreement.
- A business equipment lease or rental contract pertaining to equipment necessary to the practice of dentistry.

An "Insured Contract" does not include that part of any contract or agreement:

- That assumes the tort liability of another person for professional health care services;
- That indemnifies any person or organization for "Bodily Injury" or "Property Damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury or damage; or

- That indemnifies any person or organization for damage by fire or explosion to premises rented or loaned to you.

H. "Loading or Unloading" means the movement of property:

- Starting after it is removed from the point where it has been accepted for transit by "Auto", aircraft or watercraft;
- Continuing while it is in or on such vehicle; and
- Ending when it has been removed from the vehicle and placed at its point of destination.

This includes movement by a mechanical device attached to the vehicle.

I. "Mobile Equipment" means land vehicles, including any attached machinery or equipment:

- Vehicles that are used only on premises owned by or rented to you (premises includes adjoining ways);
- Vehicles which are designed primarily for use off public roads, including bulldozers, farm machinery, and forklifts;
- Vehicles which travel on crawler treads;
- Vehicles, whether self-propelled or not, designed or used primarily to afford mobility to the following types of equipment which must be part of or be permanently attached to such vehicle:
 - a) Power cranes, shovels, loaders, diggers, drills; and
 - b) Graders, scrapers, rollers, and other road construction or repair equipment;
- Those not described above which are not self-propelled, but are used primarily to afford mobility to the following types of permanently attached equipment:
 - a) Air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
 - b) Geophysical exploration, lighting, and well servicing equipment; and
 - c) Cherry pickers and similar devices used to raise or lower workers; or
 - d) Vehicles not described above which are primarily maintained for other than the purposes of transporting persons or cargo.

But "Mobile Equipment" does not include "Auto" nor does it include any land vehicles which are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Vehicles subject to compulsory, financial responsibility or insurance law are considered "Autos".

J. "Occurrence" means an accident and includes continuous or repeated exposure to similar conditions.

K. "Personal and Advertising Injury" means injury, other than "Bodily Injury", arising out of one or more of the following offenses:

- Oral or written publication, including electronic publication, of material that:
 - a) Slanders or libels a person or organization;
 - b) Disparages a person's or organization's goods, products, or services; or

- c) Violates a person's right of privacy, unless excluded elsewhere in this policy;
- False arrest, detention, or imprisonment;
- Malicious prosecution;
- Misappropriation of the advertising ideas of another in your advertisement;
- Infringement of the copyright, slogan, or trade-dress of another in your advertisement; or
- Wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling or premises.

L. "Products-Completed Operations Hazard":

- "Products-Completed Operations Hazard" means "Bodily Injury" and "Property Damage" arising out of "Your Product" or "Your Work" except:
 - a) Products that are still in your physical possession; or
 - b) Work that has not yet been completed or abandoned.

The "Bodily Injury" or "Property Damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "Your Product" for consumption on premises you own or rent.

- "Your Work" will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in your contract has been completed.
 - b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
 - c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- This hazard does not include "Bodily Injury" or "Property Damage" arising out of:
 - a) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "Loading or Unloading" of it; or
 - b) The existence of tools, uninstalled equipment or abandoned or unused materials.

M. "Property Damage" means:

- Physical injury to or destruction of tangible property, including all resulting loss of use of that property. Loss of use is deemed to occur at the time of the physical injury that caused it; or
- The loss of use of tangible property that has not been physically damaged. The loss of use shall be deemed to occur at the time of the "Occurrence" that caused it.

With respect to Businessowners Liability Coverage, data records are not tangible property.

- N. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms) "Silica" particles, "Silica" dust or "Silica" compounds.
- O. "Silica-related dust" means a mixture or combination of "Silica" and other dust or particles.
- P. "Suit" means a civil proceeding or administrative proceeding alleging damages for "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to which this insurance applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:
- You must submit; or
 - Any insured submits with our consent.
- Q. "Your Product" means any goods or products, other than real property, which are manufactured, sold, handled or distributed by you.
- "Your Product" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your Product"; and
 - The providing of or failure to provide warnings or instructions.
- "Your Product" does not include vending machines or other property rented to or located for the use of others but not sold.
- R. "Your Work" means:
- Work or "Operations" performed by you or on your behalf; and
 - Materials, parts or equipment supplied for such work or "Operations".
- "Your Work" includes:
- Warranties or representations made at any time regarding the fitness, quality, durability, performance or use of "Your Work"; and
 - Providing of or failing to provide warnings or instructions.

II. COVERAGES

A. Businessowners Liability

1. We will pay on your behalf those sums which the insured become legally obligated to pay as damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury"

to which this insurance applies. We have the right and duty to defend any "Suit" seeking damages which may be covered. However, we have no duty to defend the insured against a "Suit" seeking damages for "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to which this insurance does not apply. We may investigate "Occurrences" and settle "Claims" or "Suits" that we decide are appropriate. But:

- a) The amount we will pay for damages is limited as described in section LIMITS of LIABILITY; and
- b) Our payment of the limit of liability for judgments or settlements does not end our duty to defend or engage in settlement discussions.
- c) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension – Supplementary Payments.

2. This insurance applies:

- a) To "Bodily Injury" and "Property Damage" only if:
 - i. The "Bodily Injury" or "Property Damage" is caused by an "Occurrence" that takes place in the "Coverage Territory"; and
 - ii. The "Bodily Injury" or "Property Damage" occurs during the policy period.
- b) To "Personal and Advertising Injury" only if caused by an offense arising out of your business and only if the offense was committed in the "Coverage Territory" during the policy period.

"Bodily Injury", "Property Damage", "Personal and Advertising Injury" will be deemed to have been known when:

- c) You receive notice of an "Occurrence" or "Claim";
 - d) You report all or any part of the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to us or any other insurer;
 - e) You receive a written or verbal demand or "Claim" for damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury"; or
 - f) You become aware by any other means that "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" has occurred or begun to occur.
 - g) If you or any employee knew prior to the policy period that "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" occurred, that "Occurrence" will be deemed to have been known before the policy period.
3. Damages because of "Bodily Injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "Bodily Injury".

4. Coverage Extension – Supplementary Payments

With respect to any "Claim" or "Suit" we defend, we will also pay in addition to the Limit of Insurance:

- a) All expenses we incur.
- b) Bonds: up to \$500 for:
 - i. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Businessowners Liability for "Bodily Injury" applies;
 - ii. The cost of bonds to release attachments but only for bond amounts within our limits of insurance.

We do not have to furnish these bonds.

- c) All reasonable expenses incurred by the insured at our request in assisting us in the investigation or defense of any "Claim" or "Suit", including actual loss of earnings for attendance at trials or arbitration hearings not to exceed \$500 per half-day, provided the maximum amount we will pay for such attendance shall not exceed the sum of \$20,000 per case.
- d) All costs taxed against the insured in the "Suit".

- e) Prejudgment interest awarded against the insured on that part of the judgment we pay. However, if we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest that accrues after the offer.
- f) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.
- g) If we defend an insured against a "Suit" and an indemnitee of the insured is also named as a party to the "Suit", we will defend that indemnitee if all of the following conditions are met:
 - i. The "Suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "Insured Contract";
 - ii. This insurance applies to such liability assumed by the insured;
 - iii. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "Insured Contract";
 - iv. The allegations in the "Suit" and the information we know about the "Occurrence" are such that no conflict appears to exist between the insured and the interests of the indemnitee;
 - v. The indemnitee and the insured ask us to conduct and control the defense of the indemnitee against such "Suit" and agree that we can assign the same counsel to defend an insured and the indemnitee; and
 - vi. The indemnitee agrees in writing to cooperate with us in the investigation, settlement or defense of the "Suit". They must immediately send us copies of any demands, notices, summonses or legal papers pertaining to the "Suit". The indemnitee must notify any other insurer whose coverage may be available and the indemnitee must cooperate with us in coordinating other available insurance.
 - vii. The indemnitee must provide us with written authorization to obtain records and any other information pertaining to the "Suit", and allow us to conduct and control the defense of the indemnitee in such "Suit".

Our obligation to defend your indemnitee ends when we have used up the applicable limit of insurance in payment of judgments or settlements, or the above conditions or the terms of the agreement are no longer met.

B. Medical Expenses

1. We will pay medical expenses as described below for "Bodily Injury" caused by an accident:
 - a) On the premises you own or rent, shown in the Declarations;
 - b) On ways next to premises you own or rent, shown in the Declarations; or
 - c) Because of your "Operations"; provided that:
 - i. The accident takes place in the "Coverage Territory" and during the policy period;
 - ii. The expenses are incurred and reported to us within one year of the date of the accident; and
 - iii. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
2. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance shown in the Declarations for medical expenses. We will pay reasonable expenses for:
 - a) First aid at the time of an accident;
 - b) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - c) Necessary ambulance, hospital, professional nursing and funeral services.

III. EXCLUSIONS

A. Applicable to Businessowners Liability Coverage

This insurance does not apply to:

1. "Bodily Injury" or "Property Damage", you or any other insured expected or intended to occur, or which a reasonable person would have expected to occur from the acts which caused the "Bodily Injury" or "Property Damage". This exclusion does not apply to "Bodily Injury" resulting from the use of reasonable force to protect persons or property at or within 1,000 feet of your insured premises.
2. "Bodily Injury", "Personal and Advertising Injury" or "Property Damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a) Assumed in a contract or agreement that is an "Insured Contract", provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the contract or agreement; or
 - b) That the insured would have in the absence of the contract or agreement.
3. Amounts you or any insured must pay under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
4. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of any act, error or omission with respect to patient data including but not limited to private health information or HIPAA violations, whether in tangible or intangible form, including, but not limited to, theft, loss or other disclosures of such data.
5. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos.

This includes:

 - a) Any supervision, instructions, recommendation, warnings or advice given or which should have been given in connection with the above; and
 - b) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
6. "Bodily Injury" to:
 - a) An employee of the insured while performing duties related to and in the course of:
 - i. Employment by the insured;
 - ii. Performing duties related to the conduct of the insured's business; or
 - b) The spouse, child, parent, brother, sister or domestic partner (as recognized under state law) of that employee as a consequence of a) above.

This exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury regardless of the insured's liability as an employer or in any other capacity.

This exclusion does not apply to liability assumed by the insured under an "Insured Contract".
7. "Bodily Injury" or "Property Damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants":
 - a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured ;
 - b) At or from any premises, site or location which is or was at any time used by any insured or others for handling, storage, disposal, processing or treatment of waste;
 - c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom an insured may be legally responsible; or

- d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - i. If the "Pollutants" are brought on or to the premises, site or location in connection with such operations by an insured, or an insureds' contractor or subcontractor; or
 - ii. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants".

Subparagraphs a) and d) i. do not apply to "Bodily Injury" or "Property Damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

As used in this exclusion, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 8. Any loss, cost or expense arising out of any:
 - a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants"; or
 - b) "Claim" or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "Pollutants".

However, this paragraph does not apply to liability for damage because of "Property Damage" that you would have in the absence of such request, demand, order or statutory requirements or such "Claim" or "Suit" by or on behalf of a governmental authority.

- 9. "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "Auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operating, "Loading or Unloading", taking control of, and occupying the vehicle.

This exclusion applies even if the "Claim" alleges negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "Occurrence" which caused the "Bodily Injury" or "Property Damage" involved the ownership, maintenance, use or entrustment of others of any watercraft, aircraft or "Auto" that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a) "Bodily Injury" or "Property Damage" arising out of parking an "Auto" on or next to a premises owned by, rented to, or controlled by the insured if the "Auto" is not owned by, rented to or loaned to the insured;
- b) "Bodily Injury" or "Property Damage" arising out of the operation of any of the following equipment:
 - i. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
 - ii. Air compressors, pumps and generators, including spraying, welding, building cleaning, lighting and well servicing equipment; and
 - iii. Self-propelled lawn care or snow removal equipment.
- 10. "Bodily Injury" or "Property Damage" arising out of the transportation of "Mobile Equipment" by an "Auto" owned or operated by or rented or loaned to you.
- 11. "Bodily Injury" or "Personal and Advertising Injury" to:

- i. A person arising out of any:
 - i. Refusal to employ that person;
 - ii. Termination of that person's employment; or
 - iii. Employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, failure or refusal to promote, evaluation, reassignment, discipline, defamation, harassment including sexual harassment, humiliation, discrimination, malicious prosecution, assault, imprisonment, or infliction of emotional distress; or
 - ii. The spouse, child, parent, brother, sister or domestic partner (as recognized under state law) of that person as a consequence of "Bodily Injury" or "Personal and Advertising Injury" to that person at whom any of the employment-related practices described in a) above is directed.
 - iii. This exclusion applies:
 - i. Whether the injury causing event described in a) or b) above occurs before employment, during employment or after employment of that person;
 - ii. Whether you may be liable as an employer or in any other capacity; and
 - iii. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
12. "Bodily Injury" or "Property Damage" due to the use of "Mobile Equipment" in, or while practicing for, or while preparing for, any racing, speed, demolition or stunting activity whether prearranged or not.
 13. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising directly or indirectly as a result of war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, warlike action, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
 14. Any "Claim" of or indemnification for punitive or exemplary damages arising directly or indirectly out of damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury". If a "Suit" seeking both compensatory and punitive or exemplary damages has been brought against any insured for a "Claim" covered by this policy, we will provide defense for such action. We will not have any obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.
 15. "Bodily Injury", "Property Damage", "Personal and Advertising Injury" due to rendering or failure to render any professional service. This includes but is not limited to:
 - a) Legal, accounting or advertising services;
 - b) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - c) Supervisory, inspection or engineering services;
 - d) Medical, surgical, dental, X-ray, computerized tomography, nursing services, nursing treatment, advice or instruction;
 - e) Any professional health care or therapeutic services, treatment, advice or instruction;
 - f) Body piercing services;
 - g) Any service, treatment, advice or instruction for the purpose of appearance, skin enhancement or personal grooming;
 - h) Services in the practice of pharmacy;
 - i) Financial services including but not limited to:
 - i. Acting as an electronic funds transfer agent;
 - ii. Lending or arranging for the lending of "Money", including credit card or debit card transactions; or
 - iii. Maintaining financial records or accounts.
 16. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of:
 - a) Actual, alleged or threatened harassment, physical or mental abuse, infliction of emotional distress, emotional distress, assault or battery, detention, false arrest, wrongful imprisonment, false imprisonment, defamation of character, molestation, sexual misconduct including sexual harassment, sexual misconduct, sexual molestation, sexual assault, and physical or mental sexual abuse. This exclusion extends to liability arising out of acts taken in furtherance of or in conjunction with such misconduct,

including acts taken to put the target of the misconduct in a position of vulnerability to the misconduct, including but not limited to grooming, fraud, deception, bribery, outrage, kidnapping, imprisonment, invasion of privacy and any other act, as well as acts taken to hide or avoid detection of such misconduct; or

- b) The negligent:
 - i. Employment;
 - ii. Investigation;
 - iii. Supervision;
 - iv. Reporting to the proper authorities, or failure to so report; or
 - v. Retention;

of a person whose conduct would be excluded above.

17. "Property Damage" to:

- a) Property owned by, occupied by, or rented to you, including any cost or expense incurred by you or another person or organization, to repair, retrofit, restore, replace, or maintain such property for any reason, including for the purpose of avoiding injury to a person or damage to another's property;
- b) Premises you sell, give away, or abandon, if the "Property Damage" arises out of any part of those premises;
- c) Property loaned or used by you;
However, this exclusion 17.c) does not apply with respect to liability assumed under a sidetrack agreement or the sums you are legally obligated to pay as damages due to "Property Damage" to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to damage to a premises rented to you.
- d) Personal property in your care, custody or control of the insured;

However, this exclusion 17.d) does not apply with respect to liability assumed under a sidetrack agreement.

- e) Specific parts of real property on which work is being performed by you, or by a contractor or subcontractor working directly or indirectly on your behalf, if the "Property Damage" arises out of such work.

However, this exclusion 17.e) does not apply with respect to liability assumed under a sidetrack agreement.

- f) That specific part of any property that must be restored, repaired, or replaced because "Your Work" was faulty.

This exclusion 17. f) does not apply to "Property Damage" included in the "Products-completed operations hazard".

- 18. "Property Damage" to "Your Product" if damage arises out of the product or its parts.
- 19. "Property Damage" to "Your Work" arising out of it or any part of it and included in the "Products-Completed Operations Hazard".

However, this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- 20. "Property Damage" to property that has not been physically injured, or destroyed or to "Impaired Property" arising out of:
 - a) A defect, deficiency, inadequacy or unsafe condition in "your work" or "your product";
 - b) A delay in performance, or a failure to perform, a contract or agreement as specified in its terms.

This exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of "your product" or "your work" after having been put to its intended use.

21. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- a) "Your Product";
 - b) "Your Work"; or
 - c) "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

22. "Personal and Advertising Injury":
- a) Arising out of oral or written publication of material, if done by or at your direction with knowledge of its falsity;
 - b) Arising out of oral or written publication of material that took place prior to the policy period;
 - c) Arising out of the failure of goods, products, or services to conform with quality or performance as stated in your advertisement;
 - d) Committed by any person or entity whose business is
 - i. advertising, broadcasting, publishing, or telecasting, or
 - ii. designing, determining, developing or coordinating the content of web sites for others or providing internet access, search service or content capabilities.
 - e) Caused by or at your direction with the knowledge that the act would violate the rights of another and would inflict "Personal and Advertising Injury";
 - f) Arising out of publication of oral or written material, or images or imagery, photographs, or graphic representations without prior written consent of the owner;
 - g) Arising out of the wrong description of the price of your goods, products or services stated in your advertisement;
 - h) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time;
 - i) Any loss, cost or expenses arising out of any request, statute, regulation, demand or order to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "Pollutants" or any "Claim" or "Suit" by or on behalf of a governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of "Pollutants";
 - j) Arising out of electronic chat rooms, bulletin boards or similar forums which you host, own or control;
 - k) Arising out of any violation of intellectual property rights, including infringement of trademark, trade secret, or other patent rights or copyright; or
 - l) Arising out of using, without permission, the name or product of others on your website, in your e-mail address, domain name, or metatags for the purpose of misleading potential customers.
23. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "Electronic Data". "Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from "computer" software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of a criminal act committed by any insured.
25. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising in whole or in part out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, contact with, exposure to, existence of or presence of "Silica" or "Silica-related dust" including any loss, cost or expense arising in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "Silica" or "Silica-related dust".

26. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of any act or omission that violates or is alleged to violate any of the following:
 - a) The Telephone Consumer Protection Act (TCPA) including any amendment of or addition to such law;
 - b) The CAN-SPAM Act;
 - c) The Fair Credit Reporting Act (TCRA); or
 - d) Any other federal, state or local statute, ordinance or regulation that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
27. "Bodily Injury", "Property Damage", "Personal and Advertising Injury" which would not have occurred but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "Fungi" or bacteria on or within a building or structure, including its contents. This includes any loss, cost or expenses arising from the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of "Fungi" or bacteria.
28. "Bodily Injury", "Property Damage", "Personal and Advertising Injury" arising directly or indirectly out of any actual or alleged failure, malfunction or inadequacy of any "computer" hardware, software, records, operating systems, networks, microprocessors or any other computerized electronic equipment including an other products, services, data or functions that may be relied upon in any matter including the inability to correctly recognize, process, distinguish or accept the year 2000 and beyond.
29. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" resulting from a data breach or cyber security or network security breach including but not limited to any loss, fines, fees, penalties, "Suits" or expenses resulting from:
 - i. Breach of duty to protect third party private information including but not limited to personal health information, HIPAA violations or any HITECH act violations;
 - ii. Content published on your website, including but not limited to:
 - i. Defamation; or
 - ii. Infringement of a third party's intellectual property;
 - iii. Cyber threats, extortion or extortion threats, ransom payments, legal or any other related expenses;
 - iv. Cyber-attacks of any kind, including theft or hacking, resulting in "computer" system shut down or "computer" system damage;
 - v. Obligations to notify third parties, administrative offices or governmental agencies of a security breach or a potential security breach;
 - vi. Monitoring credit records;
 - vii. Public relations, including but not limited to:
 - i. Advertising and press releases;
 - ii. Call center obligations; or
 - iii. Any other services for affected persons
 - viii. Legal responses to "Claims", "Suits" or payment of judgments or settlements;
 - ix. Actual or alleged liability for loss of "Business Income" or Extra Expense.

Exclusions 3., 6., 7., 9., 10., 13., 17., 18., 19., 20., and 21. do not apply to liability for damage by fire or explosion to premises rented to you. However, a separate Limit of Insurance applies to liability for this damage as described in V., LIMITS of LIABILITY

B. Applicable to Medical Expenses Coverage

We will not pay medical expenses for "Bodily Injury" caused by an accident:

1. excluded under Businessowners Liability Coverage;
2. to you or any insured, except volunteer workers;

3. to a person hired by any insured or on your behalf of any insured to do work for any insured or a tenant of any insured;
4. to a person injured on that part of the premises owned by or rented to you that the person normally occupies;
5. to a person injured while taking part in athletic activities;
6. that is included in "Products – Completed Operations";
7. to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.

C. Applicable to both Businessowners Liability Coverage and/or Medical Expenses Coverage – "Act of Terrorism"

1. We will not pay for "Bodily Injury", "Property Damage", "Personal and Advertising Injury" or Medical Expenses arising directly or indirectly out of an "Act of Terrorism" including action in hindering or defending against an actual or expected incident of an "Act of Terrorism". But this applies only when one or more of the following are attributed to such act:
 - a) The "Act of Terrorism" is carried out by means of or involves the dispersal, use, release, escape or application of radioactive material, nuclear material or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 - b) Radioactive material is released, and it appears that one purpose of the "Act of Terrorism" was to release such material; or
 - c) The "Act of Terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
 - d) Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the "Act of Terrorism" was to release such material; or
 - e) The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada is less than \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "Act of Terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any "Act of Terrorism" exclusions.

Multiple incidents of any "Act of Terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.
- f) Fifty or fewer persons sustain death or serious physical injury. For the purposes of this provision, serious injury means:
 - i. Physical injury that involves a substantial risk of death; or
 - ii. Protracted and obvious physical disfigurement; or
 - iii. Protracted loss of or impairment of the function of a bodily member or organ.

Subparagraph e) and f) above describe the thresholds for the magnitude of an incident of any "Act of Terrorism" and the circumstances in which the threshold will apply. However, even if the threshold is met, there is no coverage under this coverage form if the incident of an "Act of Terrorism" is otherwise excluded.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The terms and limitations of any "Act of Terrorism" coverage, or the inapplicability or omission of any "Act of Terrorism" coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

Loss or damage will be considered to have been caused by such excluded event if the "Occurrence" of that event:

- a) Directly and solely results in loss or damage; or
- b) Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

We will not pay for punitive damages awarded as a result of "Bodily Injury", "Property Damage", "Personal and Advertising Injury" or Medical Expenses arising directly or indirectly out of a "Act of Terrorism" regardless of any other cause of event that contributes concurrently or in any sequence to the loss.

D. Applicable to both Businessowners Liability Coverage and/or Medical Expenses Coverage – Nuclear Energy Liability Exclusion.

We will not pay for "Bodily Injury", "Property Damage", "Personal and Advertising Injury" or Medical Expenses:

- 1. Caused directly or indirectly by nuclear reaction or radiation, or radioactive contamination however caused.
- 2. For "Bodily Injury" or "Property Damage":
 - a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association of Canada, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b) Resulting from the "Hazardous Properties" of "Nuclear Material" and with respect to which:
 - i. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - ii. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 3. For expenses incurred with respect to "Bodily Injury" resulting from the "Hazardous Properties" of "Nuclear Material" and arising out of the operation of a "Nuclear Facility" by any person or organization;
- 4. For "Bodily Injury" or "Property Damage" resulting from the "Hazardous Properties" of the "Nuclear Material"; if:
 - a) The "Nuclear Material":
 - i. Is at any "Nuclear Facility" owned by, or operated by or on behalf of an insured; or
 - ii. Has been discharged or dispersed therefrom;

- b) The "Nuclear Material" is contained in "Spent Fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c) The "Bodily Injury" or "Property Damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "Nuclear Facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 4. c) applies only to "Property Damage" to such "nuclear facility" and any property thereat.
5. As used in this exclusion:
- a) "By-Product Material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - b) "Hazardous Properties" include radioactive, toxic or explosive properties;
 - c) "Nuclear Facility" means:
 - i. Any "Nuclear Reactor";
 - ii. Any equipment or device designed or used for:
 - 1. Separating the isotopes of uranium or plutonium;
 - 2. Processing or utilizing "spent fuel";
 - 3. Handling, processing or packaging "waste";
 - 4. Any equipment or device used for the processing, fabricating or alloying of "Special Nuclear Material", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - iii. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
 and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such Operations;
 - d) "Nuclear Material" means "Source Material," "Special Nuclear Material" or "By-Product Material"; "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - e) "Property Damage" includes all forms of radioactive contamination of property.
 - f) "Source Material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - g) "Special Nuclear Material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - h) "Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "Nuclear Reactor";
 - i) "Waste" means any waste material:
 - i. Containing "By-Product Material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "Source Material" content; and
 - ii. Resulting from the operation by any person or organization of any "Nuclear Facility" included under paragraphs i. and ii. of the definition of "Nuclear Facility."

IV. WHO IS AN INSURED

- A. If you are designated in the Declarations as:
1. An individual: You are an insured, as are your spouse or a domestic partner as recognized under state law are insured's, but only with respect to the conduct of a business of which you are the sole owner.
 2. A partnership or joint venture: you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 3. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 4. A limited liability company: you are insured including your members and managers, but only with respect to the conduct of your business.
- B. Each of the following is also an insured:
1. Your employees, but only for acts within the scope of their employment by you. However, no employee is an insured for:
 - a) "Bodily Injury" or "Personal and Advertising Injury" to you or to a co-employee while in the course of his or her employment, or for any obligation to share damages with, or repay someone else who must pay damages because of the injury;
 - b) "Bodily Injury" or "Personal and Advertising Injury" arising out of his or her providing or failing to provide health care services; or
 - c) "Property Damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, shareholders, volunteer workers, spouse, or any of your partners or members (if you are a partnership, limited liability company or joint venture).
 2. Any person (other than your employee) or any organization while acting as your real estate manager;
 3. If you are an individual, any person or organization having proper temporary custody of your property if you die, but only:
 - a) With respect to liability arising out of the maintenance or use of that property; and
 - b) Until your legal representative has been appointed.
 4. If you are an individual, your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 5. Volunteers, leased employees or temporary employees, but only while performing duties related to the conduct of your business as a dentist.
- C. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest. Coverage will apply only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- Businessowners Liability Coverage does not apply to:
- a) "Bodily Injury" or "Property Damage" that occurred before you formed or acquired the organization.
 - b) "Personal and Advertising Injury" arising out of an offense committed before you formed or acquired the organization.
 - c) No coverage is provided for any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company unless shown as a Named Insured in the Declarations.
- D. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

V. LIMITS of LIABILITY

- A.** The Limits of Liability shown in the Declarations and the rules below establish the most we will pay regardless of the number of:
1. Insureds;
 2. "Claims" made or "Suits" brought; or
 3. Persons or organizations making "Claims" or bringing "Suits".
- B.** The limits of our liability are as follows:
1. The limit of liability stated in the Declarations for Each Occurrence is the limit of our liability for all injury or damage and medical expenses arising out of or in connection with any one "Occurrence" or series of related "Occurrences".
 2. The General Aggregate is the most we will pay, regardless of the number of "Occurrences", for all amounts payable under the coverage part due to injury, damage and medical expense, except injury or damage included in the "Products-Completed Operations Hazard".
 3. The Products-Completed Operations Aggregate limit is the most we will pay, regardless of the number of "Occurrences", for all amounts payable under the coverage part due to injury and damage included in the "Products-Completed Operations Hazard".
 4. The most we will pay for the sum of all damages because of all "Personal and Advertising Injury" sustained by any one person or organization is the Personal and Advertising Injury limit shown in the Declarations.
 5. The Medical Expense Limit is the most we will pay for all medical expenses because of "Bodily Injury" sustained by any one person.
- C.** The most we will pay under Businessowners Liability Coverage for damages because of "Property Damage" to a premises while rented to you, or in the case of fire while rented to you or temporarily occupied by you with the permission of the owner is the applicable Damage to Rented Premises limit shown in the Declarations.
- D.** The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

VI. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

A. Bankruptcy

Your, or if you are an individual, your estate's, bankruptcy or insolvency will not relieve us of our obligations under this policy.

B. Duties in the Event of "Occurrence", "Claim" or "Suit"

1. You must notify us or make arrangements for us to be notified promptly of an "Occurrence", "Claim", "Suit", or situation that might give rise to a "Claim" or "Suit".
2. The notice must state:
 - a) The insured's name;
 - b) The policy number;
 - c) The time, place, and the circumstances of the "Occurrence", or the situation that indicates that there might be a "Claim"; and
 - d) The names and addresses of all known and potential claimants and witnesses.
3. All insured's involved with an "Occurrence", "Claim" or "Suit" must cooperate with us in investigating or settling the "Claim" or defending the "Suit".
4. No insured should voluntarily make or assume any payment, obligation or expense except with our permission. Any payment or expense made or assumed by you, or any insured without our written consent, will be that person's or entity's sole responsibility and not ours.

This does not apply to expenses for first aid to others at the time of "Bodily Injury".

5. If a "Claim" is made or a "Suit" is brought against any insured, you and any other insured involved in the "Claim" or "Suit" must:
 - a) Promptly send to us copies of all legal papers, demands, and notices received in connection with such "Claim" or "Suit";
 - b) At our request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and
 - c) At our request, cooperate and assist us in:
 - i. Settling the "Claim";
 - ii. Investigation of "Claims" and conducting "Suits" or administrative hearings or proceedings. This includes attending trials, hearings, and proceedings;
 - iii. Enforcing rights against all parties who may be liable to any insured for injury or damage that may be covered by this insurance;
 - iv. Securing and giving evidence; and
 - v. Obtaining the attendance of all witnesses.

C. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "Suit" asking for damages from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement, or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and the release of liability agreed to by us, the insured and the claimant or the claimant's legal representative.

D. Separation of Insureds

Except with respect to the Limits of Insurance of Section II – Businessowners Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "Claim" is made or "Suit" is brought.

E. Policy Period, Coverage Territory

Under this form:

1. We cover loss or damage commencing:
 - a) During the policy period shown in the Declarations; and
 - b) Within the "Coverage Territory".

SECTION III – BUSINESSOWNERS COMMON POLICY CONDITIONS

Refer to State Specific Form

REMAINDER OF THIS DOCUMENT LEFT INTENTIONALLY BLANK

SECTION III – BUSINESSOWNERS COMMON POLICY CONDITIONS - WASHINGTON

All coverages of this policy are subject to the following conditions:

I. CANCELLATION

- A.** The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following manners:
1. written notice by mail, fax or e-mail;
 2. surrender of the policy or binder; or
 3. verbal notice.
- B.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
1. 5 days before the effective date of cancellation for any structure where two or more of the following conditions exist:
 - a) Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;
 - b) Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
 - c) Because of its physical condition, the structure is in danger of collapse;
 - d) Because of its physical condition, an eviction or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
 - e) Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
 - f) Heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
 - g) The structure is not maintained in substantial compliance with fire, safety and building codes.
 2. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 3. 45 days before the effective date of cancellation, if we cancel for any other reason.

We will mail or deliver our notice stating the actual reason for cancellation to the first Named Insured and to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last known mailing address.

- C.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- D.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the first named insured cancels, the refund will be at least 90% of the pro-rata refund.

- E. If notice is mailed, proof of mailing will be sufficient proof of notice.

II. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by an endorsement issued by us and made a part of this policy.

III. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- A. This policy;
- B. The Covered Property;
- C. Your interest in the Covered Property; or
- D. A claim under this policy.
- E. Exclusion GG. Intentional Injury will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - i. Files a police report and cooperates with any law enforcement investigation relating to the act of "Domestic Abuse", and
 - ii. Did not cooperate in or contribute to the creation of the loss.

If we pay a claim pursuant to E. above, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

IV. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

V. INSPECTIONS AND SURVEYS

- A. We have the right, but are not obligated to:
 - 1. Make inspections and surveys at any time;
 - 2. Give you reports on the conditions we find; and
 - 3. Recommend changes
- B. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or

organization to provide for the health or safety of workers or the public. And we do not warrant that conditions are safe, healthful or that they comply with laws, regulations, codes or standards.

- C. Paragraph A. and B. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- D. Paragraph B. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

VI. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

VII. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

VIII. OTHER INSURANCE

- A. With respect to insurance provided under the Businessowners Property Coverage of this policy:
 - 1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this policy bears to the limits of insurance of all insurance covering on the same basis.
- B. Businessowners Liability Coverage is excess over any other insurance that insures for Businessowners Liability. When this insurance is excess, we will have no duty under Businessowners Liability to defend any claim or "Suit" that any other insurer has a duty to defend.

IX. PREMIUMS

- A. The first Named Insured shown in the Declarations:
 - 1. Is responsible for the payment of all premiums; and
 - 2. Will be the payee for any return premiums we pay.
 - 3.

- B.** The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
- C.** The premium must be paid to us prior to the anniversary date and must be determined in accordance with the rates in force at the time of the renewal.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

- D.** Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium.

X. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a) Someone insured by this insurance;
 - b) A business firm:
 - i. Owned or controlled by you; or
 - ii. That owns or controls you.
 - c) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

B. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "Suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

If we pay an insured, who is a victim of "domestic abuse" for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

XI. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent, except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

XII. NONRENEWAL

- A. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at their last mailing address known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
1. Expiration of the policy; or
 2. Anniversary date of this policy, if this policy has been written for a term of more than one year.

If notice is mailed, proof of mailing will be sufficient proof of notice.

- B. Otherwise, we will renew this policy unless:

1. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium. Notice will have been received not less than 20 days prior to the expiration date of this policy;
2. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
3. The policy clearly states that it is not renewable, and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

XIII. MAILING OF NOTICES

If notice is mailed, proof of mailing will be sufficient proof of notice.

XIV. Calculation of Premium

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WASHINGTON CHANGES

Section I – Businessowners Property Coverage is amended as follows:

1. V. Property Not Covered, A.1. and A.7. are replaced by the following:

1. Aircraft, automobiles or motortrucks; and any other vehicle, if such vehicle is subject to licensing requirements;
7. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to licensing requirements. This paragraph does not apply to "computer(s)" while held as "stock".

2. VIII Exclusions, the introductory paragraph preceding an exclusion or list of exclusions is replaced by the following paragraph which pertains to the application of those exclusions:

We will not pay for loss or damage caused by any of the excluded events described below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:

1. Directly and solely results in loss or damage; or
2. Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

3. VIII Exclusions, B. Earth Movement, 4. is amended by removing the phrase "or is otherwise caused" at the end of the sentence.

4. VIII Exclusions, C. Volcanic Eruption is replaced by the following:

1. Volcanic Eruption means direct loss or damage resulting from the eruption of a volcano when loss or damage is caused by:
 - a) Volcanic blast or airborne shock waves; or
 - b) Ash, dust or particulate matter.

Volcanic Eruption does not provide coverage for damage to:

- a) Land;
- b) Property in the open or in open sheds; or
- c) Portions of buildings not completely enclosed, or personal property contained within those buildings.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

2. Removal

Direct loss includes the cost to:

- a) Remove the ash, dust or particulate matter from the interior and exterior surfaces of the covered building; and
- b) Clean equipment and stock. If stock cannot be returned to its state before the volcanic eruption, the measure of loss will be the reduction in actual cash value.



Payment for removal applies only to the initial deposit of ash, dust or particulate matter following a volcanic eruption. Subsequent deposits arising from the movements of volcanic dust or ash by wind or other means are not covered.

The following applies to the Business Income and Extra Expense Additional Coverages only:
The "period of restoration" arising from the need for removal is the time necessary to remove the matter described with reasonable speed from the Covered Property.

3. Volcanic Eruption does not include loss caused by, resulting from, contributed to, or aggravated by:
 - a) Fire;
 - b) Explosion;
 - c) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
 - d) Earth movement, including but not limited to earthquake, volcanic eruption, landslide, mine subsidence, lava flow, mudflow, earth sinking, earth rising or shifting.

5. **VIII. Exclusion V. Weather Conditions** is replaced by the following:

We will not pay for loss or damage caused by or resulting from any of the following. But if an excluded cause of loss that is listed below results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

V Weather Conditions

1. A weather condition which results in:
 - a) Landslide, mudslide or mudflow;
 - b) Mine subsidence; earth sinking, rising or shifting (other than sinkhole collapse);
 - c) Water;

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. A weather condition which results in the failure of power communication, water or other utility service supplied to the described premises, if the failure:
 - a) Originates away from the described premises; or
 - b) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

6. **IX. Property Loss Conditions** is amended as follows:

- B. Appraisal:** The last sentence is deleted in its entirety.
- C. Duties In The Event of Loss or Damage,** C.1 is deleted in its entirety.
- D. Legal Action Against Us** is replaced by the following:

No one may bring a legal action against us under this insurance unless:



1. There has been full compliance with all of the terms of this insurance; and
2. The action is brought within two years after the date on which the direct physical loss or damage occurred.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

7. X. Property General Conditions is amended as follows:

B. Mortgage Holders is replaced with the following:

Insurance Commissioner's Regulation No. 335/WAC284-21-010 requires that form 438BFU be endorsed on this policy as applicable.

Section II – Businessowners Liability is amended as follows:

1. **III Exclusions Paragraph A.6.** applies only to "Bodily Injury" to employees of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "Bodily Injury" to employees of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **A.6.** is revised as follows:

- a) "Bodily Injury" to an employee of the insured arising out of and in the course of:
 - i. Employment by the insured; or
 - ii. Performing duties related to the conduct of the insured's business.
- b) Any obligation to share damages or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "Insured Contract".

2. **III Exclusions Paragraph C** is amended by removing the phrase "regardless of any other cause of event that contributes concurrently or in any sequence to the loss" at the end of the last paragraph.

3. **IV Who is an Insured Paragraph B.1.** applies only to employees of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).


With respect to employees of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **B.1** is replaced by the following:

- a) "Bodily Injury" or Personal Injury:
 - i. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business; or
 - ii. For which there is any obligation to share damages or repay someone else who must pay damages because of the injury described above.

Businessowners Policy

The Dentists Insurance Company
1201 K Street, 17th Floor, Sacramento, CA 95814



Named Insured's Name & Address: Mark Germack 720 Olive Way Ste 835 Seattle, Washington 98101	Policy Number: WA525081	
	Endorsement Effective Date:	September 8, 2019
	Authorized Signature  Robert F. Spinelli Chief Executive Officer	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LENDER'S LOSS PAYABLE ENDORSEMENT

Loss Payee: TIAA Commercial Finance, Inc. ISAOA
Address: C/O Katrina Banks
10 Waterview Blvd
Parsippany, New Jersey 07054


1. Loss or damage, if any under this policy, shall be paid to the Payee shown above, its successors and assigns hereinafter referred to as "the Lender" in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The Insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interested therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either of any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached therein would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after ten (10) days from and within thirty (30) days after due date of such premium and it is a condition of the continuance of the rights of the lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefore exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured (with refund of all interest not accrued). And this Company to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lenders for the proportion of such loss or damage that the sum hereby



insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment of it or the full amount of its claim, will subrogate this company (pro rata) with all other insurers contribution to said payment to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

All other terms and conditions remained unchanged.

Named Insured's Name & Address: Mark Germack DDS Mark Germack DDS PLLC 720 Olive Way Ste 835 Seattle, Washington 98101	Policy Number: WA525081	
	Endorsement Effective Date:	10/22/2019
	Authorized Signature  Bob F. Spinelli TDIC Chief Executive Officer	

All other terms and policy conditions not expressly modified or superseded by this endorsement shall remain in force.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WASHINGTON STOP GAP EMPLOYERS LIABILITY
COVERAGE**

Section II – Businessowners Liability Coverage is amended to add the following additional coverage:

A. Additional Coverage – Stop Gap – Employers Liability

1. Insuring Agreement

- a) We will pay those sums that you become legally obligated to pay as damages because of "Bodily injury by accident" or "Bodily injury by disease" to your "Employee" to which this insurance applies. We will have the right and duty to defend you against any "suit" seeking those damages. We have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:
 - i. the amount we will pay for damages is limited as described in Paragraph D. Liability And Medical Expenses Limits Of Insurance; and
 - ii. our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this coverage.

Except as provided in this part A.1.a. and in part A.1.c. below, this endorsement does not add any other obligation or liability to pay sums or perform acts or services.

- b) This insurance applies to "Bodily injury by accident" or "Bodily injury by disease" only if:
 - i. the "Bodily injury by accident" or "Bodily injury by disease" takes place in the "coverage territory";
 - ii. the "Bodily injury by accident" or "Bodily injury by disease" arises out of and in the course of the injured "Employee's" employment by you; and
 - iii. the "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and
 - iv. the accident that caused the "Bodily injury by accident" occurs during the policy period; or
 - v. the "Bodily injury by disease" is caused by or aggravated by conditions of employment by you, and the injured "Employee's" last day of last exposure to the conditions causing or aggravating such "Bodily injury by disease" occurs during the policy period.

- c) In addition to paying those sums described above, we will also pay the following sums:

- i. those sums you are legally obligated to pay to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "Employee"; and
- ii. those sums you are legally obligated to pay to a spouse, child, parent, brother or sister of the injured "Employee" as consequential damages due to "Bodily injury by accident" or "Bodily injury by disease" to an "Employee";

provided that these damages are the direct consequence of "Bodily injury by accident" or "Bodily injury by disease"



- d) We will pay those sums described in Parts A.1.a. and A.1.c.(1) and (2), even if the claim is made or suit is brought against you in a capacity other than as employer.

2. Exclusions Applicable To Stop-- Gap – Employers Liability Coverage

This insurance does not apply to:

a) Intentional or Substantially Certain Injury

"Bodily injury by accident" or "Bodily injury by disease" intentionally caused or aggravated by you, or "Bodily injury by accident" or "Bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b) Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory agency or authority.

c) Statutory Obligations

Any obligation of yours under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d) Contractual Liability

Liability assumed by you under any contract or agreement.

e) Violation Of Law

"Bodily injury by accident" or "Bodily injury by disease" suffered or caused by any "Employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers. This includes "Bodily injury by accident" or "Bodily injury by disease" suffered or caused by any person knowingly employed by you in violation of any law as to age.

f) Failure To Comply With "Workers' Compensation Law"

"Bodily injury by accident" or "Bodily injury by disease" to an "Employee" when you are:

1. Deprived of statutory or common law defenses; or
2. Otherwise subject to penalty;

because of your failure to secure your obligations under or comply with any "Workers' Compensation Law".

g) Employment Of Minors

"Bodily injury by accident" or "Bodily injury by disease" suffered or caused by any person under the age of 14 years, regardless of any such law.

h) Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:



- i. the Federal Employer's Liability Act (45 USC Sections 51-60);
- ii. the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- iii. the Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- iv. the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
- v. the Defense Base Act (42 USC Sections 1651-1654);
- vi. the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- vii. the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- viii. any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- ix. any subsequent amendments to the laws listed above.

i) Punitive Damages

Multiple, exemplary or punitive damages.

j) Crew Members

"Bodily injury by accident" or "Bodily injury by disease" to a master or member of the crew of any vessel or to any member of the flying crew of an aircraft.

k) Losses Addressed by Other Insurance

- i. Any "Damages" that are covered under a workers compensation, employers liability, automobile, fire, disability, or general liability insurance which applies to the "Insured", or which would have applied if the "Insured" had obtained such insurance.
- ii. Any "Damages" that are covered by the insurance provided in Section II – Businessowners Liability Coverage

l) Employment Practices

Any "Claim" or "Injury" arising out of employment practices, or employment or personnel decisions, including without limitation:

- i. Refusal to employ a person;
- ii. Termination of a person's employment;
- iii. Coercion, demotion, evaluation, reassignment, criticism, discipline, defamation, harassment, humiliation, assault, imprisonment, or infliction of emotional distress directed at a person; or
- iv. Actual or alleged discrimination;
- v. Failure to promote.

B. The Coverage Extension – Supplementary Payments provisions in the Business Liability Coverage also apply to Stop Gap – Employers Liability Coverage.

C. Who Is Insured



1. Part IV. Who Is An Insured in the Business Liability Coverage does not apply to the coverage extended by this endorsement.
2. If you are designated in the Declarations as:
 - a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
3. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. Limits of Liability

1. Part V. Limits of Liability does not apply to the coverage extended by this endorsement.
2. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
3. Insureds;
4. Claims made or "suits" brought; or
5. Persons or organizations making claims or bringing "suits".
6. The "Bodily injury by accident" – Each Accident Limit shown in the Declarations is the most we will pay for all damages covered by this insurance because of "Bodily injury by accident" to one or more "Employees" in any one accident.
7. The "Bodily injury by disease" – Aggregate Limit shown in the Declarations is the most we will pay for all damages covered by this insurance and arising out of "Bodily injury by disease", regardless of the number of "Employees" who sustain "Bodily injury by disease".
8. Subject to Paragraph D.3. of this endorsement, the "Bodily injury by disease" – Each "Employee" Limit shown in the Declarations is the most we will pay for all damages because of "Bodily injury by disease" to any one "Employee".
9. The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Duties In The Event Of Injury, Claim Or Suit

1. Condition VI. B. – Duties In The Event Of Occurrence, Offense, Claim Or Suit of the Liability And Medical Expenses General Conditions does not apply to the coverage extended by this endorsement.



2. Duties In The Event Of Injury, Claim Or Suit

- a) You must see to it that we are notified as soon as practicable of a "Bodily injury by accident" or "Bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - i. How, when and where the "Bodily injury by accident" or "Bodily injury by disease" took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury.
- b) If a claim is made or "suit" is brought against any insured, you must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) You and any other involved insured must:
 - i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - ii. Authorize us to obtain records and other information;
 - iii. Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - iv. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
 - v. Do nothing after an injury occurs that would interfere with our right to recover from others.
- d) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, the definition of "Coverage Territory" found Part I. of the Liability And Medical Expenses Definitions Section is replaced by the following:

- 1. "Coverage territory" means:
 - a) The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c) All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided your responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. For the purpose of this endorsement, the following definitions apply:

- 1. "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
- 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "Bodily injury by accident" unless it results directly from "Bodily injury by accident".

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3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
 4. "Employee" or "Employees" includes a "Leased worker". "Employee" does not include a "Temporary worker" or a "Volunteer worker".
 5. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "Temporary worker".
 6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term work load conditions.
 7. "Volunteer worker" means a person who is not your "Employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- H. For the purposes of this endorsement, the definition of "bodily injury" found Part I. of the Liability And Medical Expenses Definitions Section does not apply.

I. Coordination with Businessowners Liability Coverage

For purposes of the coverage extended by this endorsement, all provisions of Section II – Businessowners Liability Coverage that are not inconsistent with provisions of this endorsement apply to this endorsement. In the event that a provision in Section II – Businessowners Liability Coverage is inconsistent with a provision in this endorsement, this endorsement shall control.

All other terms and conditions of the Policy remain unchanged.

Named Insured's Name & Address: Mark Germack DDS Mark Germack DDS PLLC 720 Olive Way Ste 835 Seattle, Washington 98101	Policy Number: WA525081	
	Authorized Signature  Bob F. Spinelli TDIC Chief Executive Officer	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WASHINGTON HIRED AUTO AND NON-OWNED AUTO
LIABILITY**

Section II – Businessowners Liability Coverage is amended as follows:

A. The extension of coverage described in this endorsement applies only for those coverage(s) for which Limits are shown in the Declaration.

1. Hired Auto Liability

II Coverages - Paragraph A.1. Businessowners Liability under **Section II - Businessowners Liability Coverage**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your employees in the course of your business.

2. Non-Owned Auto Liability

II Coverages - Paragraph A.1. Businessowners Liability under **Section II - Businessowners Liability Coverage**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. The exclusions, under **III. Exclusions** Paragraph **A.** applicable to **Businessowners Liability Coverage** in **Section II – Businessowners Liability Coverage**, other than Exclusions **1., 2., 3., 5., 6., 7., 8., and 14** do not apply to the coverage extensions granted by this endorsement and are replaced by the following:

"Bodily injury" to:

1. "Employees" of yours whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).
2. an employee of yours arising out of and in the course of:
 - a) Employment by you; or
 - b) Performing duties related to the conduct of your business.
3. the spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1. above.
4. this exclusion applies:
 - a) Whether you may be liable as an employer or in any other capacity; and
 - b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
5. this exclusion does not apply to:
 - a) liability assumed by you under an "insured contract"; or
 - b) "bodily injury" arising out of and in the course of employment by you unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.
 - c) "Employees" of yours whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

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"Property damage" to:

1. Property owned or being transported by, rented or loaned to you; or
2. Property in your care, custody or control.

C. For the purposes of this endorsement only, paragraph IV. Who Is An Insured in Section Businessowners Liability Coverage is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a) You;
 - b) Any other person using a "hired auto" with your permission;
 - c) For a "non-owned auto":
 - (1) A partner or executive officer of yours; or
 - (2) Any employee of yoursbut only while such "non-owned auto" is being used in your business; and
 - d) Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.
2. None of the following is an insured:
 - a) Any person engaged in the business of his or her employer for "bodily injury" to any co-employee of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b) Any partner or executive officer for any "auto" owned by such partner or officer or a member of his or her household;
 - c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - d) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee; or
 - e) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement only, Paragraph VIII. Other Insurance in Section III – Common Policy Conditions is replaced by the following:

This insurance is excess over any insurance covering "hired auto" or "non-owned auto".

E. The following additional definitions apply:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees, your partners or your "executive officers" or members of their households.
3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your employees, your partners or "executive officers", or members of their households, but only while used in your business.

All other terms and conditions of the Policy remained unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WASHINGTON EMPLOYMENT RELATED PRACTICES EXCLUSION

Businessowners Liability Coverage, Section III. Exclusions, Exclusion **A. 11.** is replaced by the following:

11. "Bodily Injury" or "Personal and Advertising Injury" to:


- a)** A person arising out of any:
 - i.** Refusal to employ that person;
 - ii.** Termination of that person's employment; or
 - iii.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination or malicious prosecution directed at that person; or
- b)** The spouse, child, parent, brother or sister of that person as a consequence of "Bodily Injury" or "Personal and Advertising Injury" to that person at whom any of the employment-related practices described in Paragraphs **i, ii or iii** above is directed.

This exclusion applies:

- i)** Whether the injury-causing event described in **i, ii, or iii** above occurs before employment, during employment or after employment of that person;
- ii)** Whether you may be liable as an employer or in any other capacity; and
- iii)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, Paragraphs **11. a). i** and **b)** of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

All other terms and conditions of the Policy remained unchanged.


Named Insured's Name & Address:	Policy Number: WA525081
	Authorized Signature  Bob F. Spinelli TDIC Chief Executive Officer

**WELFARE AND PENSION PLAN COVERAGE**

All welfare and pension plans for which coverage is required under Section 412 of the Employee Retirement Income Security Act of 1974 are included as insureds but only with respect to loss or losses under employee dishonesty coverage. The company's total liability for any loss or losses sustained by such welfare or pension plan caused by any employee or fiduciary or one or more than one employee or fiduciary acting in collusion, either resulting from a single act or any number of such acts, regardless of when, during the period of this insurance or prior thereto, such acts occurred, shall not exceed the amount shown in the Declarations for Welfare & Pension Plan Coverage. Coverage shall be in addition to the amounts specified in the Declarations for employee dishonesty coverage and shall be for the benefit of these plans only and in no event for the benefit of any other insured:

In compliance with Title 1 of the Employee Retirement Income Security Act of 1974, payment by the company under this insurance to the first named insured shall be held by the insured for the use and benefit of any welfare or pension plans sustaining a loss. If "money", "securities" and other property of two or more welfare or pension plans are commingled, recovery hereunder for loss of such "money", "securities" and other property shall be shared by such plans on a pro rata basis in accordance with the amount of coverage each plan is required to carry by the act.

Any one or more of the natural persons while in the service of any welfare or pension plan (included as insured herein) as fiduciary, trustee, administrator, officer or employee and any other natural person while performing acts normally performed by a fiduciary, trustee, administrator, officer or employee as defined in such act shall be deemed to be an employee.

Named Insured's Name & Address:	Policy Number: WA525081	
Mark Germack DDS Mark Germack DDS PLLC 720 Olive Way Ste 835 Seattle, Washington 98101		
	Authorized Signature  Bob F. Spinelli <i>TDIC Chief Executive Officer</i>	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.


ADDITIONAL INSURED

DESIGNATED PERSON OR ORGANIZATION

The following is added to Paragraph IV. **Section B Who Is An Insured** in the **Businessowners Liability Section**:

Any person(s) or organization(s) shown in the Additional Interest page is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

All other terms and conditions of the Policy remain unchanged.

Named Insured's Name & Address: Mark Germack DDS Mark Germack DDS PLLC 720 Olive Way Ste 835 Seattle, Washington 98101	Policy Number: WA525081	
	Endorsement Effective Date:	September 08, 2019
	Authorized Signature  Bob F. Spinelli TDIC Chief Executive Officer	